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Washington, Tuesday, January 7, 1941

The President

EXECUTIVE ORDER

ORDERING CERTAIN UNITS AND MEMBERS OF THE NATIONAL GUARD OF THE UNITED STATES INTO THE ACTIVE MILITARY SERV- ICE OF THE UNITED STATES

By virtue of the authority conferred upon me by Public Resolution No. 96, 76th Congress, approved August 27, 1940, and the National Defense Act of June 3, 1916, as amended (39 Stat. 166), and as Commander-in-Chief of the Army and Navy of the United States, I hereby order into the active military service of the United States, effective January 27, 1941, the following units and members of the National Guard of the United States to serve in the active military service of the United States for a period of twelve consecutive months, unless sooner relieved:

UNITS

All Federally recognized elements of:

112th Field Artillery
178th Field Artillery
186th Field Artillery
101st Cavalry
151st Engineer Regiment (C)
261st Coast Artillery (HD)
134th Medical Regiment

MEMBERS

All members, both active and inactive, of the units listed above.

All persons so ordered into the active military service of the United States are, from the effective date of this Order, relieved from duty in the National Guard of their respective States so long as they shall remain in the active military service of the United States, and during such time shall be subject to such laws and regulations for the government of the Army of the United States as may be applicable to members of the Army whose permanent retention in the active military service is not contemplated by law.

Commissioned officers and warrant officers appointed in the National Guard of the United States and commissioned or holding warrants in the Army of the United States, and affected by this Order,

are hereby ordered to active duty under such appointments and commissions or warrants.

All officers and warrant officers of the National Guard, appointed in the National Guard, who shall have been Federally recognized or examined and found qualified for Federal recognition, and shall have been assigned to units ordered to active duty under this Order prior to the effective date hereof, who do not hold appointments in the National Guard of the United States in the same grade and arm or service in which they respectively have been most recently Federally recognized or have been most recently examined and found qualified for Federal recognition, are hereby tendered appointments in the National Guard of the United States in the same grade and arm or service in which they shall have been most recently Federally recognized or examined and found qualified for Federal recognition.

Each warrant officer and enlisted man of the National Guard, assigned to a unit ordered to active duty under this Order, who shall have been examined and found qualified for appointment as an officer in the National Guard of the United States, under the provisions of Section 111, National Defense Act, as amended, and who shall not have been appointed in the National Guard of the United States in the grade for which examined and found qualified prior to the effective date of induction of his unit, is hereby tendered appointment in the National Guard of the United States and commission in the Army of the United States, in the same grade and arm or service for which he shall have been so examined and found qualified.

Each warrant officer and enlisted man of the National Guard who holds appointment as an officer in the National Guard of the United States and a commission in the Army of the United States, or who is tendered such appointment and commission by the terms of this Order, and who is assigned to a unit ordered to active duty under this Order prior to the effective date of induction of such unit, is hereby ordered to active military service as a commissioned officer of the Army

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of the United States under that appointment and commission.

FRANKLIN D. ROOSEVELT

THE WHITE HOUSE,
January 4, 1941.

[No. 8627]

[F. R. Doc. 41-112; Filed, January 6, 1941; 9:19 a. m.]

Rules, Regulations, Orders

TITLE 6—AGRICULTURAL CREDIT CHAPTER II—COMMODITY CREDIT CORPORATION

[Amendment 1, 1940 C. C. C. Wheat Form 1, Supp. 1, Instructions¹]

PART 212—1940 WHEAT LOANS

LOANS AND THE PURCHASE OF ELIGIBLE PAPER SECURED BY WHEAT STORED ON FARMS OR IN APPROVED PUBLIC GRAIN WAREHOUSES

Pursuant to the provisions of Title III, sec. 302 (a) of the Agricultural Adjustment Act of 1938, as amended (52 Stat. 43; 7 U.S.C., Supp., 1302) Commodity Credit Corporation has authorized the making of loans and the purchase of eligible paper secured by wheat stored on farms or in approved public grain warehouses, in accordance with the regulations in this part (1940-41 C.C.C. Wheat Form 1, Instructions and Supp. 1 thereto). Such regulations are amended as follows:

§ 212.4, *Amount of loans at terminal markets*, is amended by adding at the end thereof a new paragraph, to read as follows:

No credit is to be allowed for transit value of in-bound freight bills in determining loan value of wheat if the original registered freight bill is not attached, unless there is stamped on the warehouse receipts or attached thereto, certificate of the warehouseman in the following form:

FREIGHT CERTIFICATE FOR TERMINALS

"The _____ represented by attached warehouse receipt No. _____ was received by rail freight from _____ Town _____ County _____ State _____ point of origin, as

evidenced by freight bill described as follows:
Way Bill, Date _____ No. _____
Car. No. _____ Int. _____
Freight Bill, Date _____ No. _____
Carrier _____ Transit Weight _____
Freight Rate in _____ Amount Collected _____
Number Unused Transit Stops _____
The above described paid freight bill has been officially registered for transit and will be held in accordance with the provisions of Paragraph 22 of the Uniform Grain Storage Agreement."

Date of Signature _____

Warehouseman's Signature Address _____

Section 212.5, *Amount of loan at country points*, is amended by adding at the

¹ 5 F.R. 3539, 3545.

end thereof a new paragraph to read as follows:

No credit is to be allowed for transit value of in-bound freight bills in determining loan value of wheat if the original registered freight bill is not attached, unless there is stamped on the warehouse receipts or attached thereto, certificate of the warehouseman in the following form:

**FREIGHT CERTIFICATE FOR OTHER THAN
TERMINAL POINTS**

"The _____ represented by at-
(Commodity)
tached warehouse receipt No. _____ was
received by rail freight from _____
Town _____
County _____ State _____ point of origin, as
evidenced by freight bill described as
follows:

Way Bill, Date _____ No. _____ Car
No. _____ Int. _____ Freight Bill, Date _____
No. _____ Carrier _____
Transit Weight _____ Freight Rate in
_____ Amount Collected _____
Transit balance, if any, of through freight
rate to _____ of _____ per
100 pounds. Number Unused Transit Stops _____

The above described paid freight bill has
been officially registered for transit and will
be held in accordance with the provisions of
Paragraph 22 of the Uniform Grain Storage
Agreement".

Date of Signature _____
Warehouseman's Signature _____ Address _____

JULY 2, 1940.

[SEAL] CARL B. ROBBINS,
President.

[F. R. Doc. 41-132; Filed, January 6, 1941;
11:43 a. m.]

[Amendment 3, 1940-41 C.C.C. Cotton Form
1—Instructions]

PART 215—1940-41 COTTON LOANS¹

DEFINITION OF ELIGIBLE PAPER

Pursuant to the provisions of Title III,
section 302 (a) of the Agricultural Ad-
justment Act of 1938, as amended, (52
Stat. 43; 7 U.S.C., Sup., 1302) Commodity
Credit Corporation has authorized the
making of loans and the purchase of
paper of producers of cotton, secured by
pledge of cotton warehouse receipts, in
accordance with the regulations in this
part (1940-41 C.C.C. Cotton Form 1—
Instructions). Such regulations are
amended as follows:

Paragraph (e) *Eligible paper*, of § 215.1,
Definitions, is amended to read as fol-
lows:

Notes of producers with loan agree-
ments upon 1940-41 C.C.C. Cotton Form
A or any form hereafter approved by
Commodity Credit Corporation dated
subsequent to July 31, 1940, and prior to
May 1, 1941, and executed in accordance
with these instructions with State docu-
mentary revenue stamps affixed thereto
where required by law.

¹ 5 F.R. 3639.

Notes on 1940-41 C.C.C. Cotton Form A
executed by a community survivor, ad-
ministrator, executor, trustee, or other
person in a representative or fiduciary
capacity, will be acceptable when accom-
panied by a certificate of the payee
named in the note in the following form:

The undersigned payee named in the
attached note of _____ for
\$ _____, dated _____, cer-
tifies that to the best of his knowledge and
belief the signatory to said note is authorized
to act in the capacity in which the note is
signed and is entitled to receive the proceeds
of the above-described loan.

Payee

SEPTEMBER 28, 1940.

[SEAL] CARL B. ROBBINS,
President.

[F. R. Doc. 41-136; Filed, January 6, 1941;
11:44 a. m.]

[Amendment 1 to 1940-41 C.C.C. Cotton Form
1—Instructions]

PART 215—1940-41 COTTON LOANS¹

LIENS FOR COMPRESSION CHARGES

Pursuant to the provisions of Title III,
section 302 (a) of the Agricultural Ad-
justment Act of 1938, as amended (52
Stat. 43; 7 U.S.C., Sup., 1302) Commodity
Credit Corporation has authorized the
making of loans and the purchase of pa-
per of producers of cotton, secured by
pledge of cotton warehouse receipts, in
accordance with the regulations in this
part (1940-41 C.C.C. Cotton Form 1—In-
structions). Such regulations are
amended as follows:

Section 215.9 *Warehouse charges*, is
amended by adding at the end thereof
the following language:

In addition to the charges for com-
pression specified in the Warehouseman's
Certificate and Storage Agreement in
1940-41 C.C.C. Cotton Form A, Commodity
Credit Corporation will recognize liens
for compression charges on cotton moved
by or for the account of producers to ap-
proved port warehouses where compres-
sion is necessary and actually incurred in
order to permit the required car loading.
Liens will be recognized for High Den-
sity compression on cotton shipped to
ports in California and for Standard Den-
sity compression for cotton shipped to all
other ports. No liens for patching will be
recognized or for compression services
performed after arrival of the cotton at
the port warehouse. All liens shall be
stated in the warehouse receipts and each
note must be accompanied by the follow-
ing additional certificate of the ware-
houseman:

The cotton securing the attached note of
_____ (Name and Address of Producer)
dated _____ in the amount of \$ _____
was shipped from _____ to the
undersigned warehouseman and compressed

¹ 5 F.R. 3639.

at origin or in transit to _____
(State whether High
density. Compression charges
or Standard)
in the amount of \$ _____ were paid by
the undersigned to _____

in accordance with the tariff of such ware-
houseman.

Date _____ (Warehouse Company)

Location _____ By _____

Compression liens will follow the cotton
and should be collected by the ware-
houseman from the shipper at the time
the cotton is shipped from the warehouse.

Dated: September 3, 1940.

[SEAL] CARL B. ROBBINS,
President.

[F. R. Doc. 41-135; Filed, January 6, 1941;
11:44 a. m.]

[Amendment 4, 1940-41 C.C.C. Cotton Form
1—Instructions]

PART 215—1940-41 COTTON LOANS¹

**CHARGES OF WAREHOUSEMEN AND LENDING
AGENCIES**

Pursuant to the provisions of Title III,
section 302 (a) of the Agricultural Ad-
justment Act of 1938, as amended, (52
Stat. 43; 7 U.S.C., Sup., 1302) Commodity
Credit Corporation has authorized the
making of loans and the purchase of pa-
per of producers of cotton, secured by
pledge of cotton warehouse receipts, in
accordance with the regulations in this
part (1940-41 C.C.C. Cotton Form 1—In-
structions). Such regulations are
amended as follows:

Section 215.9 *Warehouse charges*, is
amended by adding at the end thereof the
following language:

The charges specified in the ware-
houseman's certificate and storage agree-
ment are intended to cover all necessary
services in connection with the completion
of the loan form (1940-41 C.C.C. Cotton
Form A).

In order that producers may be pro-
tected against charges which were not
contemplated, Commodity Credit Corpo-
ration requests all approved warehouses
to enter into an agreement² supplemental
to the warehouseman's certificate and
storage agreement contained in 1940-41
C.C.C. Cotton Form A providing for
services of the warehouseman in com-
pleting loan forms without charge to the
producer. Warehousemen failing to sign
this supplemental agreement will be
taken from the approved list and cotton
stored in any such warehouses will there-
after not be eligible for a loan. The sup-
plemental agreement will be forwarded
to all approved warehousemen through
the Loan Agencies of the Reconstruction
Finance Corporation.

¹ 5 F.R. 3639.

² Form filed as a part of the original docu-
ment.

Section 215.13, *Lending agency*, is amended by adding at the end thereof the following language:

The interest rate allowed Lending Agencies is intended to cover all necessary services in connection with the completion of the loan form (1940-41 C.C.C. Cotton Form A).

In order that producers may be protected against charges which were not contemplated, notes on 1940-41 C.C.C. Cotton Form A, dated after November 15, 1940, to be eligible for purchase by Commodity Credit Corporation, must be made payable to a qualified lending agency holding a Contract to Purchase on 1940-41 C.C.C. Cotton Form D and must be accompanied by a certificate of the payee named in the note in the following form:

The undersigned payee, named in the note on the reverse side hereof, a qualified lending agency holding a Contract to Purchase on 1940-41 C.C.C. Cotton Form D, executed by Commodity Credit Corporation, certifies that this loan form (1940-41 C.C.C. Cotton Form A) has been completed by said payee, except for such portion as may have been completed by the warehouseman signing the Warehouseman's Certificate and Storage Agreement in this form, and that the full loan proceeds have been paid to the maker of the note by said payee without any deduction or charge of any kind whatsoever for services rendered in executing the loan form or for exchange on the proceeds of said note.

Payee

The certificate of the payee referred to above must be inserted, with rubber stamp, typewriter, ink or indelible pencil, in the space immediately below the loan agreement.

Lending agencies may obtain lists of all holders of the Contract to Purchase from the Loan Agencies of the Reconstruction Finance Corporation. Lending agencies will be advised of any changes in the approved warehouses.

Dated October 31, 1940.

[SEAL] CARL B. ROBBINS,
President.

[F. R. Doc. 41-133; Filed, January 6, 1941;
11:43 a. m.]

[Amendment 2, 1940-41 C. C. C. Cotton Form
1—Instructions]

PART 215—1940-41 COTTON LOANS¹

LOAN AGENCIES OF THE RECONSTRUCTION
FINANCE CORPORATION AUTHORIZED TO
HANDLE LOAN PAPER AND THE DISTRICT
SERVED BY EACH AGENCY

Pursuant to the provisions of Title III, sec. 302 (a) of the Agricultural Adjustment Act of 1938, as amended, (52 Stat. 43; 7 U.S.C., Sup., 1302) Commodity Credit Corporation has authorized the making of loans and the purchase of paper of producers of cotton, secured by pledge of cotton warehouse receipts, in

accordance with the regulations in this part (1940-41 C. C. C. Cotton Form 1—Instructions). Such regulations are amended as follows:

Section 215.15 is amended to read as follows:

Loan Agencies of the Reconstruction Finance Corporation previously referred to in Part 215 and the district served by each Agency are shown below:

Loan Agency:	District Served
Atlanta, Georgia ---	Georgia, Florida, Virginia, North Carolina and South Carolina.
Birmingham, Alabama.	Alabama.
Dallas, Texas-----	Texas, New Mexico.
Little Rock, Arkansas.	All cities in Arkansas except those attached to Memphis in the Federal Reserve Interdistrict Collection System.
Los Angeles, California.	California, Arizona.
Memphis, Tennessee.	Illinois, Missouri, Tennessee and cities in Arkansas and Mississippi attached to Memphis in Federal Reserve Interdistrict Collection System.
New Orleans, Louisiana.	Louisiana and cities in Memphis attached to New Orleans in Federal Reserve Interdistrict Collection System.
Oklahoma City, Oklahoma.	Oklahoma.

(Sec. 302 (a), 52 Stat. 43; 7 U.S.C., Sup., 1302)

Section 215.7, *Warehouses*, is amended by adding at the end thereof, the following language:

Where warehouses have been approved for storage of 1940-41 loan cotton prior to September 3, 1940, no further action is necessary because of the provisions of this amendment. Warehousemen applying for approval after September 3, 1940 should file their application with the Loan Agency of the Reconstruction Finance Corporation serving the district in which the warehouse is located as shown herein.

Section 215.12, *Time and manner of loans and purchase*, is amended by adding at the end thereof, the following language:

Lending Agencies desiring to carry producers' notes secured by cotton stored in the districts served by Birmingham, Alabama; Little Rock, Arkansas and Oklahoma City, Oklahoma, should complete a Contract to Purchase with these Loan Agencies, in addition to any Contract to Purchase heretofore completed with other Loan Agencies.

Section 215.3, *Amount*, is amended by inserting in the Schedule of Premiums and Discounts Applicable to Irrigated Cotton Grown in Western Texas, New Mexico, Arizona and California as the applicable discount for Strict Low Mid-

dling, White, 1 1/8" Cotton "60 Off" in lieu of "80 Off".

September 3, 1940.

[SEAL] CARL B. ROBBINS,
President.

[F. R. Doc. 41-134; Filed, January 6, 1941;
11:44 a. m.]

TITLE 7—AGRICULTURE

CHAPTER III—BUREAU OF ENTOMOLOGY AND PLANT QUARANTINE

[BEPQ-512]

ADMINISTRATIVE INSTRUCTIONS MODIFYING THE RESTRICTIONS OF THE MEXICAN FRUITFLY QUARANTINE BY EXTENDING THE HARVESTING SEASON ON VALENCIA ORANGES FROM APRIL 30 TO MAY 31, 1941

§ 301.64-5c *Administrative instructions; modifying the restrictions of the Mexican fruitfly quarantine by extending the harvesting season on Valencia oranges from April 30 to May 31, 1941.* Pursuant to the authority conferred upon the Chief of the Bureau of Entomology and Plant Quarantine by the third proviso of § 301.64,¹ Chapter III, title 7, Code of Federal Regulations (Notice of Quarantine No. 64), it having been determined by me that a modification may be safely made without increasing the risk of spread of the Mexican fruitfly, § 301.64-5 (a) (subsection (a) of regulation 5 supplemental to this quarantine) is hereby modified to extend the harvesting season for Valencia oranges for the Texas Counties of Brooks, Willacy, Cameron, and Hidalgo to the close of May 31 for the year 1941, provided conditions of infestation do not necessitate an earlier closing date.

The host-free period for Valencia oranges, under this modification, will begin June 1 and continue to August 31, 1941, inclusive.

This modification does not affect or alter the harvesting season for grapefruit which closes, under the conditions of the above regulation, on April 30.

Done at Washington, D. C., this 30th day of December 1940.

[SEAL] LEE A. STRONG,
Chief.

[F. R. Doc. 41-131; Filed, January 6, 1941;
11:43 a. m.]

CHAPTER VII—AGRICULTURAL ADJUSTMENT ADMINISTRATION

[ACP-1941-2]

PART 701—NATIONAL AGRICULTURAL CONSERVATION PROGRAM

1941 AGRICULTURAL CONSERVATION PROGRAM BULLETIN, SUPPLEMENT NO. 2

Correction

The State acreage allotment of cotton for Kansas in F.R. Doc. 40-16 (hereby

¹ 5 F.R. 3639.

² 4 F.R. 4221.

changed to read "F.R. Doc. 41-16"; filed, January 2, 1941, at 10:37 a. m.), appearing on page 33 of the issue for Friday, January 3, 1941, is corrected to read "763" instead of "768".

PART 721—CORN

PROCLAMATIONS AND DETERMINATIONS RELATING TO CORN ALLOTMENTS; DETERMINATION OF COUNTY CORN ACREAGE ALLOTMENTS FOR 1941

Correction

The county corn acreage allotment for Atchison County, Kansas, in F.R. Doc. 41-18 (filed, January 2, 1941, at 10:38 a. m.), appearing on page 39 of the issue for Friday, January 3, 1941, is corrected to read "41,672" instead of "41,872".

CHAPTER VIII—SUGAR DIVISION, AGRICULTURAL ADJUSTMENT ADMINISTRATION

PART 802—SUGAR DETERMINATIONS

DETERMINATION OF FAIR AND REASONABLE WAGE RATES FOR PERSONS EMPLOYED IN THE PRODUCTION AND CULTIVATION OF SUGARCANE IN THE MAINLAND CANE SUGAR AREA DURING THE CALENDAR YEAR 1941

Whereas, section 301 (b) of the Sugar Act of 1937, as amended, provides the following as one of the conditions for payment to producers of sugar beets and sugarcane:

(b) That all persons employed on the farm in the production, cultivation, or harvesting of sugar beets or sugarcane with respect to which an application for payment is made shall have been paid in full for all such work, and shall have been paid wages therefor at rates not less than those that may be determined by the Secretary to be fair and reasonable after investigation and due notice and opportunity for public hearing; and in making such determinations the Secretary shall take into consideration the standards therefor formerly established by him under the Agricultural Adjustment Act, as amended, and the differences in conditions among various producing areas: *Provided, however,* That a payment which would be payable except for the foregoing provisions of this subsection may be made, as the Secretary may determine, in such manner that the laborer will receive an amount, insofar as such payment will suffice, equal to the amount of the accrued unpaid wages for such work; and that the producer will receive the remainder, if any, of such payment.

And whereas, The Secretary of Agriculture has held a number of public hearings in the mainland cane sugar area for the purpose of receiving evidence likely to be of assistance to him in determining fair and reasonable wage rates for persons employed in the production and cultivation of sugarcane during the period from January 1, 1941 to December 31, 1941.

Now, therefore, I, Claude R. Wickard, Secretary of Agriculture, after investigation and due consideration of the evidence obtained at the aforesaid hearings and all other information before me, do hereby determine that:

§ 802.24g *Fair and reasonable wage rates for persons employed in the production and cultivation of sugarcane in the mainland cane sugar area during the calendar year 1941.* The requirements of section 301 (b) of the Sugar Act of 1937, as amended, shall be deemed to have been met with respect to the production and cultivation of sugarcane in the mainland cane sugar area during the period from January 1, 1941 to December 31, 1941, if all persons employed on the farm during that period in the production and cultivation of sugarcane shall have been paid in full for all such work and shall have been paid wages in cash therefor at rates not less than the following:

Louisiana

(1) Tractor drivers: Not less than \$1.50 per day of nine hours. For a working day longer or shorter than nine hours, the rate shall be not less than 17 cents per hour.

(2) Teamsters: Not less than \$1.20 per day of nine hours. For a working day longer or shorter than nine hours, the rate shall be not less than 13 cents per hour.

(3) All other adults engaged in the production and cultivation of sugarcane (excluding harvesting): Adult male workers, not less than \$1.20 per day of nine hours; adult female workers not less than \$1.00 per day of nine hours. For a working day longer or shorter than nine hours, the rate shall be not less than 13 cents per hour for adult male workers and 11 cents per hour for adult female workers.

(4) Children between the ages of 14 and 16 years: Not less than 90 cents per day of 8 hours (maximum hours per day for such children). For a working day shorter than 8 hours, the rate shall be not less than 12 cents per hour.

Florida

(1) Tractor drivers: Not less than \$1.80 per day of nine hours. For a working day longer or shorter than nine hours, the rate shall not be less than 20 cents per hour.

(2) All other adults engaged in the production and cultivation of sugarcane (excluding harvesting): Adult male workers not less than \$1.60 per day of nine hours; adult female workers not less than \$1.30 per day of nine hours. For a working day longer or shorter than nine hours, the rate shall be not less than 18 cents per hour for adult male workers and 14 cents per hour for adult female workers.

(3) Children between the ages of 14 and 16 years: Not less than \$1.20 per day of 8 hours (maximum hours per day for such children). For a working day shorter than 8 hours, the rate shall be not less than 15 cents per hour.

Provided, however, (1) That if work is performed on a piece rate basis the earnings per hour or per day shall not be

less than the applicable rates per hour or per day specified above for adult male workers or adult female workers, or children between the ages of 14 and 16 years;

(2) That the producer shall furnish to the laborer, without charge, the customary perquisites, such as, a habitable house, a suitable garden plot with facilities for its cultivation, pasturage for livestock, medical attention, and similar incidentals;

(3) That the producer shall not, through any subterfuge or device whatsoever, reduce the wage rates to laborers below those determined above; and

(4) That nothing in this determination shall be construed to mean that a producer may qualify for a payment under the act who has not paid in full the amount agreed upon between the producer and laborers. (Sec. 301, 50 Stat. 909; 7 U.S.C., Supp. V, 1131)

Done at Washington, D. C., this 4th day of January 1941. Witness my hand and seal of the Department of Agriculture.

[SEAL]

CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 41-130; Filed, January 6, 1941; 11:43 a. m.]

TITLE 10—ARMY: WAR DEPARTMENT

CHAPTER V—MILITARY RESERVATIONS AND NATIONAL CEMETERIES

PART 52—REGULATIONS AFFECTING MILITARY RESERVATIONS¹

§ 52.6 *Temporary use by private interests.*

(1) *Payments.* The initial payment made by private interests for privileges granted in War Department real estate by lease, license, easement or permit will be collected at the time the instrument is signed by the grantee and, in order to avoid undue delay in cashing checks and drafts, will be promptly turned over to the nearest finance officer or agent officer with a request that the proceeds therefrom be placed in his special deposit account pending final distribution of the instrument by The Quartermaster General and notification from the Chief of Finance for the disposition of the collection. The Quartermaster General will be informed by his real-estate representative of the collection of the initial payment. All deferred payments on instruments which provide for a fixed rental will be made payable to the Treasurer of the United States and forwarded by the grantee direct to the Chief of Finance, or to representatives designated by him. All deferred payments on in-

¹ § 52.6 (1) is amended.

struments which do not provide for a fixed rental and all payments for temporary storage, as authorized in paragraph (c) (5), will be collected by the representative of The Quartermaster General and turned over to the nearest finance officer or agent officer, and an itemized report will be rendered to The Quartermaster General on the 10th day of each month. The grantee will be given appropriate instructions as to the manner of making payments at the time the instrument is executed. (Sec. 9, 41 Stat. 766, 41 Stat. 129, 27 Stat. 321; 10 U.S.C. 72, 1263, 40 U.S.C. 303) [Par. 11, AR 30-1420, Jan. 18, 1933, as amended by Cir. 155, W.D., Dec. 20, 1940]

[SEAL]

E. S. ADAMS,
Major General,
The Adjutant General.

[F. R. Doc. 41-102; Filed, January 4, 1941;
10:06 a. m.]

TITLE 14—CIVIL AVIATION

CHAPTER I—CIVIL AERONAUTICS AUTHORITY

[Amendment 5, Designation of Civil Airways]

REDESIGNATION OF RED CIVIL AIRWAY No. 27

DECEMBER 13, 1940.

Acting pursuant to the authority vested in me by the Civil Aeronautics Act of 1938, as amended, particularly section 302 thereof, I hereby amend the Designation of Civil Airways as follows:

1. By amending section 2 (c) (27), as amended, to read as follows:

(27) *Red civil airway No. 27. (Cincinnati, Ohio, to Detroit, Mich.)* From the Cincinnati, Ohio, radio range station, via the intersection of the center lines of the on-course signals of the northwest leg of the Cincinnati, Ohio, radio range and the southwest leg of the Dayton, Ohio, radio range; Dayton, Ohio, radio range station; the intersection of the center lines of the on-course signals of the northeast leg of the Dayton, Ohio, radio range and the south leg of the Toledo, Ohio, radio range; Toledo, Ohio, radio range station; and the intersection of the center lines of the on-course signals of the north leg of the Toledo, Ohio, radio range and the south leg of the Detroit, Mich. (Wayne County Airport), radio range, to the Detroit, Mich. (Wayne County Airport), radio range station.

This amendment of the Designation of the Civil Airways shall become effective

on and after 12:01 A. M., E. S. T., December 13, 1940.

DONALD H. CONNOLLY,
Administrator of Civil Aeronautics.

[F. R. Doc. 41-119; Filed, January 6, 1941;
10:32 a. m.]

TITLE 30—MINERAL RESOURCES

CHAPTER III—BITUMINOUS COAL DIVISION

[Docket No. A-73]

PART 330—MINIMUM PRICE SCHEDULE DISTRICT No. 10

ORDER OF DIRECTOR GRANTING FINAL RELIEF IN MATTER OF PETITION OF MIDLAND ELECTRIC COAL CORPORATION, A CODE MEMBER IN DISTRICT NO. 10 REQUESTING MODIFICATION OF THE MINIMUM PRICES ESTABLISHED ON SHIPMENTS OF RAILROAD LOCOMOTIVE FUEL FROM PETITIONER'S ATKINSON MINE (MINE INDEX NO. 2) TO THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with the Bituminous Coal Division on October 2, 1940 by the Midland Electric Coal Corporation, a code member producer in District 10, seeking revision of the effective minimum price of mine run coals shipped from the Atkinson Mine (Mine Index No. 2) of the original petitioner to the Chicago, Rock Island and Pacific Railroad Company, for use as railroad locomotive fuel; and

A hearing having been held before an Examiner of the Division at a hearing room of the Division, 734 15th Street NW., Washington, D. C., on November 19, 1940; and

The parties to this proceeding having waived the preparation and filing of a report by the Examiner, and the matter thereupon having been submitted to the Director; and

The Director having made Findings of Fact and Conclusions of Law in this matter, dated January 3, 1941, which are filed herewith:¹

It is ordered, That the prayers for relief in said original petition are hereby granted to the following extent:

From and after the date hereof, § 330.10 *Special prices*—(a) *Railroad locomotive fuel prices*—(2) *Prices for railroad locomotive fuel* is amended by adding thereto the following: The effective minimum price for mine run coals

¹ Not filed as a part of the original document.

produced at the Atkinson Mine (Mine Index No. 2) of Midland Electric Coal Corporation, when sold to the Chicago, Rock Island and Pacific Railroad Company, for use as railroad locomotive fuel, shall be \$1.86 per net ton; and

It is further ordered, That in all other respects, the prayers for relief in said original petition are denied.

Dated: January 3, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-82; Filed, January 3, 1941;
10:32 a. m.]

[Docket No. A-462]

PART 324—MINIMUM PRICE SCHEDULE, DISTRICT 4

ORDER GRANTING TEMPORARY RELIEF AND CONDITIONALLY PROVIDING FOR FINAL RELIEF IN MATTER OF PETITION OF DISTRICT BOARD 4 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR COALS OF CERTAIN MINES IN DISTRICT NO. 4 NOT HERETOFORE CLASSIFIED AND PRICED

A petition pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment of price classifications and minimum prices for the coals of certain mines in District No. 4 not heretofore classified and priced; and

The Director having fully considered said petition and the data in support thereof,

Now, therefore, it is ordered, That a reasonable showing of the necessity therefor having been made, pending final disposition of the petition in the above-entitled matter, temporary relief be, and it hereby is, granted as follows: Commencing forthwith, §§ 324.2, 324.7, 324.10, 324.11 (a) and 324.24 are amended as hereinafter set forth.

It is further ordered, That applications to stay, terminate or modify this temporary order, or pleadings in opposition to the final relief requested in said petition, may be filed within forty-five (45) days hereof, pursuant to the Rules and Regulations governing practice and procedure before the Bituminous Coal Division and proceedings instituted pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, and that this order and the relief herein granted shall become final sixty (60) days from the date hereof unless the Director shall otherwise order.

Dated: December 23, 1940.

[SEAL]

H. A. GRAY,
Director.

TEMPORARY SUPPLEMENT NO. 7 TO SCHEDULE OF EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 4

FOR ALL SHIPMENTS EXCEPT TRUCK

NOTE: The material in this Supplement is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 324—Minimum Price Schedule, District No. 4, and Supplements thereto.

§ 324.7 *Alphabetical list of code members*

ALPHABETICAL LIST OF CODE MEMBERS HAVING RAILWAY LOADING FACILITIES, SHOWING PRICE CLASSIFICATION BY SIZE GROUP NUMBERS

[illegible]

§ 324.2 Seasonal discounts

(Seasonal discounts)—On all shipments of coal in Size Groups 1 or 2, the discounts shown below in cents per net ton may apply. The date of shipment and not the date of sale shall govern the seasonal price applicable. These seasonal discounts apply for shipments to all market areas except Market Areas 1 to 13, inclusive, 98 and 99 (Great Lakes), River Shipments, Vessel Fuel and Railroad Fuel.

Freight origin districts	Freight origin group Nos.	Additional freight origin group Nos.	Mine index Nos.	Additional mine index Nos.	Amount of dis- count for ship- ments during month of				
					April	May	June	July	August
Ohio No. 8.	9, 10, 11, 12, 14, 15, 17, 18, 19.		10, 21, 25, 30, 31, 34, 35, 42, 43, 54, 55, 56, 57, 65, 78, 81, 99, 102, 103, 107, 111, 114, 116, 119, 122, 123, 124, 127, 128, 144, 145, 147, 152, 157, 164, 167.	Add mine index Nos. 520, 532, 2466.	30	20	10	---	---
Cambridge		Add 8.		Add mine index No. 2535.	30	20	10	---	---
Hocking	21, 22, 26, 27, 28.		1, 27, 33, 41, 47, 59, 61, 64, 76, 78, 79, 80, 90, 109, 120, 130, 168, 170, 171.	Add mine index No. 2048.	50	40	30	20	10
Pomeroy	26, 27.		83, 141.	Add mine index No. 194.	30	20	10	---	---
	23, 25.		14, 22, 38, 70, 82, 100, 101, 103, 112, 113.	Add mine index Nos. 1302, 2377, 2605.	50	40	30	20	10
Crooksville	31, 32, 33, 34, 36.		4, 28, 66, 85, 91, 104, 106, 125, 138, 143, 146, 155, 156, 160, 162, 165.	Add mine index No. 890.	30	20	10	---	---
Jackson	41.		133.	Add mine index No. 191.	30	20	10	---	---
Middle	53, 54, 57.		49, 50, 67, 94, 132.	Add mine index Nos. 193, 1465.	30	20	10	---	---
	53.	Add 18.	62.	Add mine index No. 1553.	30	20	10	---	---

Seasonal discounts as shown in the Schedule of Effective Minimum Prices apply to all additional mine index numbers hereinabove noted.

§ 324.10 General prices

PRICES FOR ALL-RAIL SHIPMENT FROM MINES INDEXED BELOW INTO MARKET AREAS
AS SHOWN

For shipment into all market areas—See Schedule of Effective Minimum Prices. Also applies to Market Areas 98 and 99 (Great Lakes) and Vessel Fuel!

Freight origin districts	Freight origin group Nos.	Additional freight origin group Nos.	Mine index Nos.	Additional mine index Nos.
Ohio No. 8.....	9, 10, 11, 12, 14, 15, 17, 18, 19.	.....	10, 21, 26, 30, 31, 34, 35, 42, 43, 44, 45, 46, 47, 48, 51, 49, 102, 103, 107, 111, 114, 115, 116, 122, 123, 124, 127, 128, 144, 145, 147, 152, 157, 164, 167.	Add mine index Nos. 520, 532, 2466.
Cambridge	(21, 22, 26, 27, 38	{Add 8 {Add 8	{Subject to exception No. 4, {page 3). 1, 27, 32, 41, 47, 59, 61, 64, 73, 74, 75, 76, 86, 90, 109, 126, 130, 168, 170, 171.	{Add mine index No. 2538* {Add mine index No. 2538* {Add mine index No. 2048.
Hocking	26, 27 23, 25	.....	83, 141 14, 22, 38, 70, 82, 100, 101, 105, 112, 113.	Add mine index No. 194.
Pemseroy	31, 32, 33, 34, 38	.....	4, 28, 66, 85, 91, 104, 106, 125, 138, 143, 146, 153, 156, 169, 162, 165.	Add mine index Nos. 1302, 2577, 2905.
Crooksville	41	.....	133	Add mine index No. 860.
Jackson	73, 54, 57	.....	49, 50, 67, 94, 132	Add mine index No. 191.
Middle	63	Add 38	62	Add mine index No. 196, Add mine index No. 1485, Add mine index No. 1555.

*Prices as shown for mine index Nos. 87 and 121 appearing in the Schedule of Effective Minimum Prices for District No. 4 will apply to additional mine index No. 2538 hereinabove noted.

§ 324.11 Special prices—(a) Railroad fuel prices for all movements exclusive of lake cargo railroad fuel

RAILROAD FUEL PRICES FOR ALL MOVEMENTS EXCLUSIVE OF LAKE CARGO RAILROAD FUEL FROM MINES INDEXED BELOW

[For shipment to railroads as shown—See Schedule of Effective Minimum Prices.]

Name of railroad	Mine index Nos.	Additional mine index Nos.
Baltimore & Ohio Railroad Co.	10, 21, 30, 33, 39, 49, 58, 71, 72, 78, 81, 85, 87, 94, 96, 103, 104, 106, 110, 121, 124, 128, 134, 136, 144, 146, 147, 151, 155, 157, 160, 162	Add mine index Nos. 800, 2460, 2558.
Chesapeake & Ohio Railway Co.	8, 25, 133, 153, 161	Add mine index No. 191.
New York Central System	101, 105, 112, 113, 130, 131, 168, 170, 171	Add mine index Nos. 2048, 2577, 2905.
Pennsylvania Railroad Co.	1, 4, 6, 18, 22, 27, 28, 34, 35, 47, 54, 59, 64, 66, 73, 74, 83, 90, 91, 100, 107, 109, 125, 126, 138, 141, 143, 156, 158, 172	Add mine index Nos. 194, 1302
Wheeling & Lake Erie Railway Co.	11, 28, 31, 42, 43, 49, 50, 55, 56, 57, 62, 65, 67, 69, 81, 94, 111, 114, 115, 132, 152, 162, 165, 169	Add mine index Nos. 193, 1465, 1555, 2533.
Akron, Canton & Youngstown Railway Co.	9, 24, 26, 32, 42, 43, 52, 81, 99, 102, 122, 127, 135, 145, 154, 157, 164	Add mine index Nos. 520, 532, 1555.
Ann Arbor Railroad Co.	From mine index Nos.: 3, 5, 7, 8, 12, 13, 15, 25, 36, 37, 45, 48, 68, 77, 79, 92, 97, 108, 110, 119, 133, 153, 159, 161, 165.	
Canadian Pacific Railway Co.		
Detroit & Toledo Shore Line Railroad Co.	From mine index Nos.: 3, 5, 7, 8, 12, 13, 15, 25, 36, 37, 45, 48, 68, 77, 79, 92, 97, 108, 110, 119, 133, 153, 159, 161, 165.	
Erie Railroad		
Nickel Plate Road (New York, Chicago & St. Louis Railroad Co.)	From mine index Nos.: 3, 5, 7, 8, 12, 13, 15, 25, 36, 37, 45, 48, 68, 77, 79, 92, 97, 108, 110, 119, 133, 153, 159, 161, 165.	
Pere Marquette Railway Co.		
For all Railroads not shown above.		

Prices as shown in the Schedule of Effective Minimum Prices apply to all additional mine index numbers herein above noted.

TRUCK SHIPMENTS

§ 324.24 General prices in cents per net ton for shipment into all market areas

Code member index	Mine	Mine Index No.	Base sizes
			6" lump 3"-4"-5" 2" lump 2" x 4" egg 1 1/4" x 4" egg 1 1/4" lump, 1 1/4" Mine run, nut and pea 2" x 0 slack 3/4" x 0 slack
Arnold, Charles	Charles Arnold	2650	8
Coleman, Walter	Coleman	2653	8
Denham & Stitt	Denham & Stitt	2654	8A
Drake, Charles W.	Drake	2654	8A
Hall, James B.	Merritt Run	2657	8
Kalco, Steve	Kalco	2657	8
McConnell, A. T.	McConnell	2657	8
Ornoski, Bollek	Ornoski	2658	8
Silon, Andrew	Pine Hollow	2658	8
Walter & Fred (Powell Bros.)	Powell	2659	8A

Code member index	Mine	Mine Index No.	Base sizes
			6" lump 3"-4"-5" 2" lump 2" x 4" egg 1 1/4" x 4" egg 1 1/4" lump, 1 1/4" Mine run, nut and pea 2" x 0 slack 3/4" x 0 slack
SUB-DISTRICT NO. 1—EASTERN OHIO—CON.			
JEFFERSON COUNTY			
Dickerson, John R.	Dickerson	2565	8
Fantin, Louis	Fantin	2565	6
Gesnell, Ralph	Bellevue	2565	8
Haney, Harold F.	Haney	2564	8
Hilligas, Scott	Hilligas	2562	8
JEFFERSON COUNTY			
Blake, Arthur O.	Blake	2543	8
Evans & La Cross (Geo. W. Evans)	Evans and La Cross	2567	8
Evans & La Cross (Geo. W. Evans)	Evans and La Cross	2568	8
Giesberger, Charles	Charles Giesberger	2470	6
Kugler, John	Kugler	2570	8
Murphy, August	Murphy	2570	8
Mitchell, Earl	Mitchell	2578	8
Post & Thompson Coal Co.	Jackson Hill	2596	8
Puch, Henry	Henry Puch	2595	8
SUB-DISTRICT NO. 2—CAMBRIDGE			
GURENEY COUNTY			
Oak Grove Coal Co. (Curtis Spencer)	Oak Grove	2635	7
Sharrock & Sons, Charles (John Sharrock)	Sharrock	2633	8
NOBLE COUNTY			
Angelo, D. I.	Harding	2558	9
Baverly, Dave	Baverly	2559	8
Boyd, Russell S.	Boyd	2557	8
Bryan & Sons, Grover C.	Blair	2568	8
Doventbarger, R. T.	Thorla	2557	9
Foreman Coal Co., John	Old Hickory	2501	8
Gordon, Fred	Gordon	2553	8
Gordon, Gordon, & Moore (J. J. Gordon)	Gordon	2511	8
Johnson Coal Company (George D. Johnson)	Frank Morris	2589	8
Kolosky, Kolosky, & Fryman	Smithberger Coal Co.	2588	8
Triple Run Coal Company (S. G. Brown)	Triple Run	2517	8
Wukelch, John & Andy Kestelink	Gerst	2518	8
Young Coal Company (J. C. Young)	Young	2590	8
Young, G. W. & Clarence Dewey	Bates	2554	8
WASHINGTON COUNTY			
Becker & Starkay (Ernest H. Becker)	Becker	2649	8
Davis & Gladders	Davis	2590	9
Thomas & Peters	Stangle	2583	8
SUB-DISTRICT NO. 3—BERGHOLZ			
JEFFERSON COUNTY			
Balser Coal Co., Howard	Balser	2505	6
Balser Mining Company (Howard Balser)	Grafton	2571	6
Cope & Morgan	Cope	2556	4
Crowe, John B. & Roland N. Crowe	Crowe	2556	4
Jarvis, Fred	Fred Jarvis	2549	5
Phillips, Joe	Phillips	2549	5
Tunnel Mill Mining Co.	Tunnel Mill	2569	7

Code member index	Mine	Mine Index No.	Steam	Base sizes							
				6" lump	3'-4"-5" lump	2" lump	2" x 4" egg, 2" x 4" egg, 2" x 4" egg	1 1/2" lump, 1 1/2" x 4" egg	Mine run, nut and pea	2" x 0 slack	1/4" x 0 slack
SUB-DISTRICT No. 4—MIDDLE											
CARROLL COUNTY											
Haul-O-Way Mining Company (Chas. L. Yardy)	Haul-O-Way	153	6	275 265 250	235	235	220 190 180				
COLUMBIANA COUNTY											
Buckeye Coal Mining Co., Inc., The (H. H. Pierson)	Fugh	2408		300 290 275	250	245	225 205 195				
Clager & Son (Albert D. Clager)	Clager & Son	2509	6	300 290 275	250	245	225 205 195				
Cusick & Sons, W. H. (W. H. Cusick)	Houff	2641	6	300 290 275	250	245	225 205 195				
Falcon, Frank	Black Diamond	2554	7	300 290 275	250	245	225 205 195				
Faulk, Tom & Paul (Tom Faulk)	Faulk	2479	6	300 290 275	250	245	225 205 195				
Foutz, R. E. (Lisbon Fuel Co.)	Rudy Mine	2610	6	300 290 275	250	245	225 205 195				
Garrod, Alfred	Garrod	2460	6	300 290 275	250	245	225 205 195				
Geer, Inc., Fred S.	National	2350	6	300 290 275	250	245	225 205 195				
Hopell, H. O.	Gorby	2645	6	300 290 275	250	245	225 205 195				
Mapel, Paul	Paul Mapel	2580	6	300 290 275	250	245	225 205 195				
New Albany Coal Co. (L. D. Russell)	Middleton	2456	6	300 290 275	250	245	225 205 195				
Self-Brown Coal Co.	Sixteen	2545	6	300 290 275	250	245	225 205 195				
Whitla, W. J.	Vodrey	2488	6	300 290 275	250	245	225 205 195				
Wood Brothers	Schory	2375	7	300 290 275	250	245	225 205 195				
CONHOCTON COUNTY											
Allen, Robert	Allen Mine	2657	6	280 270 260	235	230	195 165 155				
Amore, Wesley	Amore	2658	6	280 270 260	235	230	195 165 155				
Corder, Bennett	Sturges #2	2280	6	280 270 260	235	230	195 165 155				
Cox, Warren	Huffman	2630	6	280 270 260	235	230	195 165 155				
Craig, Lawrence R.	Crane Mining Co.	2630	6	280 270 260	235	230	195 165 155				
Fender & Son, Warren H. (H. D. Grace)	Maple Leaf	2382	6	280 270 260	235	230	195 165 155				
Grace & Son, H. D. (H. D. Grace)	Grace #3	2481	6	280 270 260	235	230	195 165 155				
Poland Coal Company (Edgar Poland)	Maple Hill	2485	6	280 270 260	235	230	195 165 155				
GUERNEY COUNTY											
Rose Brothers Co-op Coal Mine (Chas. Rose)	Millio	2614	6	280 270 260	235	230	195 165 155				
HOLMES COUNTY											
Quillin, Earl M.	Buffalo Hill Mine	2632	6	275 265 250	235	235	220 190 180				
Tharp, Harold	Gerbers	2619	6	275 265 250	235	235	220 190 180				
Young Mine (Melvin A. Miller)	Young	2640	6	275 265 250	235	235	220 190 180				
MAHONING COUNTY											
Carmine Coal Co.	Carmine	2508	7	300 290 275	250	245	225 205 195				
Hoffmaster Cannel Coal	Hoffmaster	2532	6	300 290 275	250	245	225 205 195				
Hoffmaster, Kathryn (D. B. A. Hoffmaster Coal Co.)	Cannel	2507	6	300 290 275	250	245	225 205 195				
STARKE COUNTY											
Fischer, William P. (D. B. A. Greentown Mine Co.)	Greentown	2609	4	275 265 250	235	235	210 190 180				
Miller, Walter	Bealer Farm	2520	5	275 265 250	235	235	220 190 180				
Thouvenim, Otto V.	Thouvenim	2632	5	275 265 250	235	235	220 190 180				
TUSCARAWAS COUNTY											
Babler Bros. (Harry Babler, Jr.)	Phillips #3	2352	6A	275 265 250	235	235	220 190 180				
Blue Flame Coal Co.	Blue Flame	2450	6	275 265 250	235	235	220 190 180				
SUB-DISTRICT No. 4—MIDDLE—continued											
TUSCARAWAS COUNTY—continued											
Brown & Son Coal Co., Charles L. (Clayton W. Brown)	Charles L. Brown & Son Coal Co.	2618		275 265 250	235	235	220 190 180				
Ditcher, Steve W.	Ditcher #2	2636	5	275 265 250	235	235	220 190 180				
Froman, Wm. H.	H. F. & P.	2598	6	275 265 250	235	235	220 190 180				
H. F. & P. Mine (C. R. Herron)	Hoover's Mine	2502	5	275 265 250	235	235	220 190 180				
Hoover, Geo. W.	Huston	2451	5	275 265 250	235	235	220 190 180				
Huston, Julius	Brandywine	2623	5	275 265 250	235	235	220 190 180				
Lenarz & Lenarz (Jesse Lenarz)	Laundry	2623	5	275 265 250	235	235	220 190 180				
McKerrigan, Charles	McKerrigan	2623	5	275 265 250	235	235	220 190 180				
Metzger & Thomas (Dan Thomas)	Metzger & Thomas	2522	5	275 265 250	235	235	220 190 180				
Muckley, Merrill (Muckley Coal)	Muckley	2550	5	275 265 250	235	235	220 190 180				
R & T Coal Co. (L. W. Rex & E. Rex)	Szita Mine	2466	6	275 265 250	235	235	220 190 180				
Szita Coal Co. (George Szita)	Tabor Hill Mine	2523	6	275 265 250	235	235	220 190 180				
Tabor Hill Coal Co.	Crooked Run	2625	6	275 265 250	235	235	220 190 180				
Union Coal Co. (Joseph Barker, Jr.)	Weber	2615	5	275 265 250	235	235	220 190 180				
Weber, Ralph	Whitmore	2633	5	275 265 250	235	235	220 190 180				
Whitmore, Jesse				275 265 250	235	235	220 190 180				
WAYNE COUNTY											
Mt. Eaton Coal Co. (O. F. Regula)	Mt. Eaton Coal Co.	2467	4	275 265 250	225	220	220 190 180				
SUB-DISTRICT No. 5—Hocking											
ATHENS COUNTY											
Bridgewater-Ferrell-McKinney Co-op	Nes. 7L	194	7	280 270 260	235	230	195 165 155				
Ruddy, Charles E.	Huddy Coal Co.	2319	8	280 270 260	235	230	195 165 155				
Kennedy and Conant (Romanus Kennedy)	Kennedy & Conant	2627	8A	280 270 260	235	230	195 165 155				
Orbanston Coal Co.	Muddy Duck #2	2314	8	280 270 260	235	230	195 165 155				
Van Dyke & Co., Harry	Van Dyke	2370	8A	280 270 260	235	230	195 165 155				
Witham, William & Warren Border	W & W Coal Co.	2471	8	280 270 260	235	230	195 165 155				
HOCKING COUNTY											
Beechmont Coal Co. (Clarence Cook)	Beechmont	2608	6	265 255 275	250	245	195 165 155				
Brunston & Windell (Raymond Brunston)	Brunston & Windell	2559	6	265 255 275	250	245	195 165 155				
Cheeseman Brothers (C/o Arthur Cheeseman)	Cheeseman	2566	6	265 255 275	250	245	195 165 155				
Cotterman & Lanning (Charles Cotterman)	Cotterman	2616	6	265 255 275	250	245	195 165 155				
Gibson & Co., Clarence	Arnold	2576	6	265 255 275	250	245	195 165 155				
Hashman, Paul	Hashman	2574	6	265 255 275	250	245	195 165 155				
Howell, Charles B.	Howell	2583	6	265 255 275	250	245	195 165 155				
K. K. & D. Coal Company (Virgil Kleffer)	Tar	2581	6	265 255 275	250	245	195 165 155				
Kontner, A. C.	Mary 1	2588	6	265 255 275	250	245	195 165 155				
Lanning & Son, Jack (Jack Lanning)	Lanning & Son	2536	7	265 255 275	250	245	195 165 155				
Morman, C. H.	Morman	2597	6	265 255 275	250	245	195 165 155				
Proctor, C. B.	C. B. Proctor	2524	4	265 255 275	250	245	195 165 155				
Speelman, Brothers (John Speelman)	Speelman	2524	4	265 255 275	250	245	195 165 155				
Wray, Pearl (Wray Coal Co.)	Wray Coal Co.	2594	6	265 255 275	250	245	195 165 155				
PERRY COUNTY											
Alexander & Co., Allen (Allen Alexander)	Alexander & Co.	2626	6	265 255 275	250	245	195 165 155				
Andrews, Charles	Abrams	2634	6	265 255 275	250	245	195 165 155				
Arkeley, Andy	Arkeley	2561	6	265 255 275	250	245	195 165 155				
Lang, Samuel E.	Big Maple	2569	6	265 255 275	250	245	195 165 155				
Hoy, Vern	High Vein Coal	2644	6	265 255 275	250	245	195 165 155				
Nixon, George	Lantz Coal Co.	2465	6	265 255 275	250	245	195 165 155				
Nixon, Merrell S.	Nixon	2506	6	265 255 275	250	245	195 165 155				
Rogers & Welch (Paul Rogers)	Rogers & Welch	2630	6	265 255 275	250	245	195 165 155				
Rush & Backus (Grover Backus)	Rush & Backus	2631	6	265 255 275	250	245	195 165 155				
Ward, Jefferson J.	Ward Coal Mine	2656	7	280 270 260	235	230	195 165 155				

Code member index		Mine		Mine Index No.		Seam		Base sizes								Code member index		Mine		Mine Index No.		Seam		Base sizes							
								6' lump	3'-4'-5' lump	2' lump	2' x 4' egg	1K' lump, 1K' x 4' egg	Mine and pea	2' x 0 slack	K' x 0 slack							6' lump	3'-4'-5' lump	2' lump	2' x 4' egg	1K' lump, 1K' x 4' egg	Mine and pea	2' x 0 slack	K' x 0 slack		
SUB-DISTRICT NO. 5—HOCKING—CON.																															
VINTON COUNTY																															
Todd Brothers (M. H. Todd)		Todd		2620		6		295	285	275	250	245	195	165	155	White Diamond Coal Company		White Diamond Coal Company		2621		6		295	285	275	250	245	195	165	155
SUB-DISTRICT NO. 6.—CROOKSVILLE																															
MORGAN COUNTY																															
Goodman, Andrew, Sr., and Andrew Goodman, Jr.		DO		2643		8		280	270	260	235	230	195	165	165	Harper Coal Co. (Herschel Harper)		Harper Coal Co. (Herschel Harper)		2611		9		280	270	260	235	230	195	165	165
Montgomery, H. E.		Montgomery & Roberts		2364		9		280	270	260	235	230	195	165	165	MUSKINGUM COUNTY		MUSKINGUM COUNTY		2499		6		280	270	260	235	230	195	165	165
Abbott, Lee		Elson		2555		7		280	270	260	235	230	195	165	165	Hampp Brothers (August Hampp)		Hampp Brothers (August Hampp)		2612		6		280	270	260	235	230	195	165	165
Longshore, Lawrence W.		Burlingame		2531		8		280	270	260	235	230	195	165	165	Moore & Son, Charles W.		Moore & Son, Charles W.		2514		8		280	270	260	235	230	195	165	165
Reitler, Albert		White & Seenes		2692		5		280	270	260	235	230	195	165	165	FERRY COUNTY		FERRY COUNTY		2572		5		280	270	260	235	230	195	165	155
Allen Coal Company (William Allen)		Blagg		2548		6		280	270	260	235	230	195	165	155	Hill Mine		Hill Mine		2646		6		280	270	260	235	230	195	165	155
Hillis Coal Company (V. A. Hillis)		Junction City		2573		6		280	270	260	235	230	195	165	155	Rehoboth Coal Co. (Perry J. Smith)		Rehoboth Coal Co. (Perry J. Smith)		2594		6		280	270	260	235	230	195	165	155
Rush Coal Company (C/o Walter Diller)		Shiplett		2547		5		280	270	260	235	230	195	165	155	Shiplett & Son, C. M.		Shiplett & Son, C. M.		2563		5		280	270	260	235	230	195	165	155
Stiers, L. H.		Zane		2564		6		280	270	260	235	230	195	165	155	Bierds Furnace		Bierds Furnace		2617		6		280	270	260	235	230	195	165	155
SUB-DISTRICT NO. 7—JACKSON																															
JACKSON COUNTY																															
Asbury Coal Co. (Smith Asbury)		Oliver #3		2380		3		285	285	275	250	245	195	175	165	Buckeye		Buckeye		2448		4		285	285	275	250	245	195	175	165
Bauer & Jones Coal Co.		Bloomfield		2474		4		285	285	275	250	245	195	175	165	Harry Brown		Harry Brown		2475		2		285	285	275	250	245	195	175	165
Brown, Harry		Exline		2497		2		285	285	275	250	245	195	175	165	Ervin		Ervin		2502		2		285	285	275	250	245	195	175	165
Jarvis & Sons, W. M.		Locust Grove		2502		4		285	285	275	250	245	195	175	165	Snyder		Snyder		2455		4		285	285	275	250	245	195	175	165
Stroth Bros. Coal Co.		Stroth #7		2449		7		285	285	275	250	245	195	175	165	Williams #1 & #2		Williams #1 & #2		2522		5		285	285	275	250	245	195	175	165
LAWRENCE COUNTY																															
McCorkle & Day (Carl McCorkle)		Shope, Clifford M.		2546		5		285	285	275	250	245	195	175	165	Arbaugh		Arbaugh		2468		4		285	285	275	250	245	195	175	165
VINTON COUNTY																															
Bates Coal Company, The		Kestinger & Hogan		1917		7		285	285	275	250	245	195	165	155	Stroth Bros. Coal Co.		Stroth Bros. Coal Co.		2369		6		285	285	275	250	245	195	165	155
Thompson, V. O.		Thompson Coal Yard		2516		6		285	285	275	250	245	195	175	165																

Yosemite National Park of the subsidiary regulations for Yosemite National Park, approved January 5, 1940 (5 F.R. 197), is amended to read as follows:

(7) Tioga Road: Tioga Pass entrance open from 6:00 A. M. to 12:00 Midnight between date of road opening and September 15, inclusive; during the remainder of the year, when the road is open, from 6:00 A. M. to 10:00 P. M. (Travel season): In normal years, latter part of June to October 15).

Approved: December 27, 1940.
[SEAL]
A. E. DEMARAY,
Acting Director.

[F. R. Doc. 41-120; Filed, January 6, 1941; 10:33 a. m.]

TITLE 36—PARKS AND FORESTS

CHAPTER I—NATIONAL PARK SERVICE

PART 20—LOCAL SUBSIDIARY REGULATIONS

YOSEMITE NATIONAL PARK

Amendment to Subsidiary Regulations

Pursuant to the authority granted to the Secretary of the Interior by the Act of August 25, 1916 (39 Stat. 535; 16 U.S.C. 3), and pursuant to the authority granted to the Director of the National Park Service by the Rules and Regulations issued thereunder (1 F.R. 672, 36 CFR, Chapter I, Part 2), sub-paragraph (7), paragraph (b) Entrance roads, § 20.16

[F. R. Doc. 41-83; Filed, January 3, 1941; 1:56 p. m.]

TITLE 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

CHAPTER I—VETERANS' ADMINISTRATION

PART 10—INSURANCE

REGULATIONS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 401 OF THE SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940

§ 10.3300 *Form of application for benefits.* In accordance with the provisions of section 401 of the Soldiers' and Sailors' Civil Relief Act of 1940, the form of application for benefits to be executed by a person in the active military service, who is the holder of a policy of life insurance, is hereby prescribed as follows:

Veterans Administration.
Insurance Service Form 380.

APPLICATION FOR BENEFITS

SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940

Use an application (and copy) for each insurance policy, or certificate of membership, to be brought under the provisions of the Act. Send this application to the insurance company, association, or society.

Send copy of application to the Veterans Administration, Washington, D. C.

To
Address

Face value of insurance \$.....
Effective date of insurance
Policy number

I, the insured under the above identified policy issued by the above named insurer, do hereby make application to have said policy protected in accordance with the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940 and to that end I do hereby consent and agree to such modifications of the terms of the policy as are made necessary by the provisions of the Act; with the understanding that the insurer (company or association), by receiving and filing this application, shall be deemed to have assented thereto, to the extent, if any, to which the policy is within the provisions of the Act.

1. Name of insured
2. Home address
(Address to which premium notices are sent)
3. Date of birth
4. Place of birth
5. Date of last entrance into active service
6. Identification number
Branch of Service: Army Navy Marine
Corps Coast Guard
7. Due date of last premium paid on policy
8. Name and address of office or person to whom paid
9. Next premium will be due and payable on
10. For period of
(State whether weekly, monthly, quarterly, semiannually or annually)
11. Is there any indebtedness on this policy due the insurer? Answer ("Yes" or "No") If "Yes", give date of last loan and amount \$..... to the best of your information and belief.
12. Is the policy pledged or assigned to any person, firm, corporation, etc., other than the insurer, as security for an indebtedness? Answer ("Yes" or "No") If "Yes", give the date amount \$....., and name and address of assignee.
13. Give the name and address of person, firm, corporation, etc., who is now in possession of the policy
14. Have you made a similar application to have another policy (or policies) protected by the provision of the Act?

Answer ("Yes" or "No") If "Yes", give the following information about each policy.

Name of insurer
Amount of insurance

In consideration hereof, I hereby consent and agree that the United States shall be protected in the amount of any premiums and interest guaranteed on the above numbered policy in the event of its maturity as a claim, or out of the cash surrender value of the policy at the expiration of the period of protection under the Act.

The undersigned witnessing officer does hereby certify that the insured is on active duty in the military service of the United States.

Signed at this 194.....

(Signature of witness- (Signature of insured)
ing officer)

Rank Organization Rank Organization

This application must be witnessed by the insured's Commanding Officer, or by a commissioned officer of equal or higher rank than the insured. If insured is on detached service, the application may be witnessed by the person who has custody of the insured's service record. (October 17, 1940).

(Pub. No. 861, 76th Congress)

§ 10.3301 *Form of report by insurer.*

In accordance with the provisions of section 401 of the Soldiers' and Sailors' Civil Relief Act of 1940, a report by the insurer of the receipt and filing of an application for benefits made by the insured will be executed and delivered to the Veterans Administration in form and substance as follows:

Veterans Administration.
Insurance Service Form 381.

REPORT BY INSURER

SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940

A report in duplicate on each policy will be made by the insurer to the Veterans Administration, Insurance Service, Washington, D. C., immediately upon receipt of an application from the insured.

From:

Address:

To: Veterans Administration, Insurance Service, Washington, D. C. The insurer hereby reports the receipt of an application from the insured for protection of his policy under the provisions of Article IV of the Soldiers' and Sailors' Civil Relief Act of 1940.

1. Date of insured's application
2. Date received by insurer
3. Name of insured
4. Home address
5. Effective date of insurance
6. Policy number
7. Date of birth
8. Place of birth
9. Plan of insurance
10. Face value of insurance \$.....
11. Age at issue
12. Amount of premium \$.....
13. Due date of last premium paid on policy

14. Next premium will be payable on
15. For period of
(State whether weekly, monthly, quarterly, semiannually, or annually)

16. A statement of premiums, if any, more than thirty-one days in arrears at date of insured's application, with interest calculated to include date of application, is as follows:

17. A statement of the cash surrender value, on the basis of a policy free of indebtedness, as of the date of insured's application, is as follows:

18. A statement of all indebtedness, if any, due the insurer under this policy, with interest calculated to include date of insured's application, is as follows:

19. If it appears that the policy has been assigned to a person, firm, or corporation, other than the insurer, please give a complete statement of the facts as shown by the records of your office.

20. Does the policy (certificate of membership, constitution, or by-laws of the organization) contain any provision regarding service by the insured with the military or naval forces of the United States? Answer ("Yes" or "No"). If "Yes", please attach hereto a copy of the provision unless a copy has already been furnished to the Veterans' Administration.

21. What information does the insurer have about present whereabouts of policy?

The insurer hereby certifies the above to be a correct statement regarding the policy as shown on the records at its principal office or place where such records are maintained.

It is understood and agreed that the insurer, by receiving and filing the application made by the insured, shall be deemed to have assented thereto, to the extent, if any, to which the policy is within the provisions of the Act. Further it is understood and agreed that the United States shall have a first lien upon the policy while it is receiving the benefits of the Act, subject only to any lien existing at the time of insured's application. No loan or settlement or payment of dividend shall be made by the insurer on such policy which may prejudice the security of the lien. Before any dividend is paid or any loan or settlement is made while the policy is within the provisions of the Act, the written consent of the Veterans' Administration must be obtained.

Signed at this 194.....

(Name of company, association, or organization)

By
(Name and official capacity)

(October 17, 1940.)

(Pub. No. 861, 76th Congress)

§ 10.3302 *Form of certificate.*

THE UNITED STATES OF AMERICA

CERTIFICATE ISSUED UNDER AUTHORITY OF ARTICLE IV, SECTION 407, OF THE SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940

Issued to the insurer, in the amount dollars, bearing interest at the rate of three per centum per annum from the effective date of this Certificate.

This certificate representing premiums on policies entered on the monthly difference report for the month of issue, shall be redeemable by the United States of America subject to the provisions of Article IV of the Soldiers' and Sailors' Civil Relief Act of 1940 (Public No. 861, 76th Congress, 3d Session).

This Certificate shall not be transferred except with the approval of the Administrator of Veterans' Affairs, and shall remain with the insurer until settlement is made in accordance with the Act.

Issued in the City of Washington, District of Columbia, effective as of the day of 194.....

FRANK T. HINES,

Administrator of Veterans Affairs.

Recorded under number on this 194.....

Registrar.

Veterans Administration,
Insurance Form 388.
(October 17, 1940.)

(Pub. No. 861, 76th Congress)

§ 10.3303 *The insured.* The term "insured" includes any person on active duty with the military and naval forces of the United States (including Coast Guard Service) who is the insured under,

and the owner of, a policy as hereinafter defined. The term "holder" shall mean the insured under a policy who has an interest in the policy.

(a) The phrase "persons in military service" as used in section 401 and amplified by the definition of the term "persons in military service", and the term "period of military service", in section 101, (1) and (2), Article I, shall include any person certified by the War Department, the Navy Department, or the Coast Guard Service as being on active duty with the land and naval forces of the United States. A statement over the signature of the commanding officer or a commissioned officer of equal or higher rank than the insured, on the application by the insured, may be accepted as a certification. If the insured is on detached service, the application may be witnessed by the person who has custody of the insured's service record. (See § 10.3308 (a)) (October 17, 1940) (Pub. No. 861, 76th Congress)

§ 10.3304 *The policy.* The term "policy" includes any contract of life insurance on the level premium or legal reserve plan, and any benefit in the nature of life insurance arising out of membership in any fraternal or beneficial association, on which a premium was paid before date of approval of the Act or not less than thirty days before entry on active duty, and is not void or voidable by reason of military service. Policies of United States Government life insurance and National Service life insurance are not included within the provisions of the Act.

(a) The provisions of the Act shall not apply to a policy which would be void or voidable on account of the military or naval service of the insured; nor to a policy under which the death benefit would not be payable or the amount of the death benefit would be reduced in event of death while in the military or naval service. Any provision in a policy that may limit or eliminate a benefit other than the death benefit, shall not, because of such provision, place the policy outside the protection of the Act if the death benefit under the policy is not altered in any way by the fact that the insured is in the military or naval service. A policy that requires the payment of an additional amount as premium by reason of the fact that the insured is in the military or naval service, such premium to be paid only by those in such service, will not be entitled to the protection afforded by the Act.

(b) A policy may not be brought under the protection of the Act if it is subject to a loan or other indebtedness equal to or greater than fifty per centum of the cash surrender value.

(c) The provisions of the Act are not applicable to insurance in excess of five thousand dollars on the life of one insured, and a policy (or policies) for a face value exceeding that amount will be divided at the request of the Veterans

Administration; however, this shall not delay insurance of the face value of \$5,000 from receiving the protection afforded policies under the Act, because of administrative procedure or any difficulties encountered in procuring possession of an outstanding policy. If applications are made by an insured on policies exceeding a face value of \$5,000 (one or more policies with one or more insurers), without indicating a preference, the Veterans Administration will reject the policy (or policies) having the lesser cash surrender value, and may direct an insurer to divide the insurance into two policies.

(d) An annuity contract, if it provides payment of a substantial death benefit in the nature of life insurance, may be included within the provisions of the Act if otherwise eligible. Group insurance carried through or by the means of an association, will not be included unless an individual and separate contract of insurance is completely released to the insured and thereafter comes within the provisions of the Act as a policy.

(e) The term "face value" will mean the amount of insurance payable only as a death benefit as stated on the face of the policy, or if not so stated it will mean the commuted value of the installments payable as a death benefit, calculated in accordance with the terms of the policy, on the hypothesis of the death of insured as of the date of application for protection under this Act: *Provided*, That any indebtedness, or any extra benefits (such as double indemnity, paid-up additions, etc.) that may be added to or taken from the amount payable as the death benefit, will not be used in calculating the face value of a policy. (October 17, 1940) (Pub. No. 861, 76th Congress)

§ 10.3305 *The premium.* The term "premium" includes the amount specified in the policy to be paid by the insured at regular intervals, and membership dues or assessments in an association.

(a) The premium on a policy will be calculated on an annual basis, and if the annual premium is not stated on the policy, the insurer will make a calculation of the premiums for payment in advance and discounted at not less than 3½ per centum, subject to approval by the Veterans Administration.

(b) The automatic loan provision or other such benefit in a policy shall not operate to avoid the provisions of the Act in relation to any premium that became payable not more than thirty-one days prior to date of application, and thereafter while policy is protected by the provisions of the Act.

(c) The phrase "contracts of insurance in force under their terms" as used in Section 402 will mean a policy in force under premium paying conditions at time of application by the insured, or on which a premium is not more than thirty-one days in arrears: *Provided*, a policy on which premiums are due and

unpaid for a period of not more than one year, at the time of application, if reinstated by the insurer and placed in force under premium paying conditions, may be brought within the provisions of the Act if otherwise eligible. (October 17, 1940) (Pub. No. 861, 76th Congress)

§ 10.3306 *The insurer.* The term "insurer" includes any corporation, partnership, or other form of association which secures or provides insurance under a policy, and is required by law to maintain a reserve, or has made provision for collecting from all persons insured a premium to cover the special war risk of those in the military service.

(a) The provisions of Section 414 will apply only to insurance companies or associations which are authorized by the laws of the United States or any State thereof, to grant and issue a policy and are subject to the jurisdiction of the Courts of the several States and the United States. (October 17, 1940) (Pub. No. 861, 76th Congress)

§ 10.3307 *Calculation of values.* (a) The term "cash surrender value" as used in section 402 shall be that amount which the insured would have been entitled to receive, on a policy free of indebtedness, upon complete surrender of all rights under the policy as of the date of application for benefits of the Act.

(b) The term "cash surrender value" as used in section 410 and section 411 will include dividend accumulations, the value of any paid-up additions, and other amounts that would have been available to the insured upon complete surrender of all rights under the policy.

(c) The term "indebtedness" will include any loan, lien, or other obligation under the policy due by the insured that would be deducted by the insurer at the time of making settlement under the policy as a death claim.

(d) The use of the terms "interest" and "rate of interest" will follow the usual practice and procedure of the insurer but the rate of interest shall not exceed the rate fixed for policy loans. If no rate of interest on indebtedness is specifically fixed in the policy, the rate shall be the rate fixed for policy loans in other policies issued by the insurer at the time the policy brought under the Act was issued. Any rate of interest not specifically fixed in the policy will be subject to approval by the Veterans' Administration. (October 17, 1940) (Pub. No. 861, 76th Congress)

§ 10.3308 *Application.* The provisions of the Act will be available only upon application as to each policy made by the insured on a form prescribed by the Veterans' Administration. The form will set forth that the application therein made is a consent by the insured to such modifications of the terms of the contract of insurance as are made necessary by the provisions of the Act, and the insurer by receiving and filing the application, shall be deemed to have assented thereto to the extent to which the policy is within the provisions of the Act.

(a) The form of application for benefits as prescribed by regulations will be identified as Veterans' Administration Insurance Form 380. A separate form of application will be made by the insured for each policy to be brought under the provisions of the Act. An informal application will be supplemented by an application on the prescribed form. The original of the application for benefits will be mailed or delivered by the insured to the insurer at its principal office or to the office or agency to which the last premiums on the policy have been paid. The copy of the application for benefits will be mailed or delivered by the insured to the Veterans' Administration, Insurance Service, Washington, D. C.

(b) When an application for benefits is received by an insurer, a report thereof will be made within thirty days to the Veterans' Administration, Insurance Service, Washington, D. C., on the form prescribed by regulations for that purpose and identified as Veterans' Administration Insurance Form 381. The insurer may submit with the report a statement setting forth any additional information deemed necessary to the adjudication of the application, and any facts and reasoning as to why the policy should or should not be protected under the Act.

(c) Upon receipt of a report from the insurer on Form 381, the Director of Insurance will determine if the policy is entitled to the protection of the Act, and the insurer and the insured will be notified of the decision. (October 17, 1940) (Pub. No. 861, 76th Congress)

§ 10.3309 *Benefits.* Any policy which has been brought within the provisions of the Act shall not lapse or be forfeited for the nonpayment of a premium during the period of military service of the insured or one year after the expiration thereof, but this guarantee shall not extend for more than one year after the date when this Act ceases to be in force.

(a) For the period during which a policy is protected by the provisions of the Act, any dividends, return of premiums, or other such monetary benefits arising out of the contract or by reason thereof, will be held subject to disposal or to be applied as may be approved by the Veterans' Administration.

(b) A policy shall not be removed from the protection of the Act by reason of a payment made to the insurer by or on behalf of the insured, but any tender of a premium (in whole or in part) shall be applied on the indebtedness established under authority of the Act against the policy, and entered as a credit in the monthly difference report. (October 17, 1940) (Pub. No. 861, 76th Congress)

§ 10.3310 *Indemnity.* The United States shall have a first lien upon any policy receiving the benefits of the Act, subject only to any prior lien and no loan or settlement or payment of dividend may be made by the insurer which will prejudice the security of the Govern-

ment's lien. Before any dividend is paid or any loan or settlement of any kind or character is made on a policy while protected by the provisions of the Act, the written consent of the Veterans Administration must be obtained. (October 17, 1940) (Pub. No. 861, 76th Congress)

§ 10.3311 *Monthly difference report by insurer.* The form of the monthly difference report will be identified as Veterans' Administration Form 382, and will be rendered within fifteen days after the end of each calendar month. This form will be completed in accordance with instructions contained therein. (October 17, 1940) (Pub. No. 861, 76th Congress)

§ 10.3312 *Certificate.* Upon audit and approval of a monthly difference report (Form 382), the Administrator of Veterans' Affairs will issue to and in the name of the insurer, a certificate of indebtedness for an amount sufficient to cover the Government's obligation as shown by said report. Said certificate will be issued effective as of the fifteenth day of the month covered by the report and will bear interest at the rate of 3 percentum per annum. (October 17, 1940) (Pub. No. 861, 76th Cong.)

§ 10.3313 *Maturity.* In the event a policy protected by the provisions of the Act is terminated by death of the insured, the amount of any unpaid premiums, with interest at the rate provided for policy loans, shall be deducted from the proceeds of the policy, and shall be included in the next monthly difference report of the insurer as premiums paid.

(a) The phrase "shall be terminated by death" will not include a termination or maturity of a policy as a disability claim, and the policy will continue under the provisions of the Act as if there had been no maturity, but the Government shall not be liable for any premiums that the insured would have been relieved of paying under any provisions for payment of premiums in the policy.

(b) If a policy matures as a death claim, or protection under the Act is otherwise terminated before expiration of the period fixed by the Act, the insurer will immediately notify the Veterans' Administration and will make a complete statement of the account on that particular policy. After audit and approval of the account by the Director of Insurance, the amount of indebtedness collected by the insurer will be entered as a credit in the monthly difference report. If a policy is not removed from the protection of the Act prior to expiration of the period fixed by the Act, at that time the insurer shall submit to the Veterans' Administration a statement of account in detail on that particular policy, showing the Government's obligation and the credits, if any, then available. If there is a balance due by the Government to the insurer, a settlement in favor of the insurer will be certified. However, before such settlement is made with an insurer covering the policies on a

monthly difference report, or if all policies on a report are released from operations of this Act, then the Director of Insurance shall demand return of the certificate issued to cover the amount of said report. (October 17, 1940) (Pub. No. 861, 76th Congress)

§ 10.3314 *Settlement.* If within one year after the termination of his period of military service the insured does not pay to the insurer all past due premiums with interest at the rate provided for policy loans, the policy shall immediately lapse and become void, and the insurer shall thereupon become liable to the Government for the cash surrender value of the policy: *Provided*, That if the insured is in the military service when the Act ceases to be in force, such lapse shall occur and surrender value be payable at the expiration of one year after the date when the Act ceases to be in force. (October 17, 1940) (Public No. 861, 76th Congress)

§ 10.3315 *Beneficiary or assignee.* In administering the provisions of Article IV of the Act, all matters pertaining thereto shall be confined to the interest of the insured, the insurer, and the Government; therefore, it will not be necessary to procure the consent of a beneficiary, or an assignee, or any person, who may have a right or interest, either vested or inchoate, in the proceeds of the policy, as a prerequisite to bringing a policy within the provisions of the Article. (October 17, 1940) (Pub. No. 861, 76th Congress)

§ 10.3316 *Termination.* Section 604 provides that the Act shall remain in force until May 15, 1945: *Provided*, That should the United States be then engaged in a war, the Act shall remain in force until such war is terminated by a treaty of peace proclaimed by the President and for six months thereafter. (October 17, 1940) (Pub. No. 861, 76th Congress)

[F. R. Doc. 41-124; Filed, January 6, 1941; 11:23 a. m.]

TITLE 41—PUBLIC CONTRACTS

CHAPTER II—DIVISION OF PUBLIC CONTRACTS

PART 201—PROCEDURE FOR THE STIPULATION OF CONDITIONS IN GOVERNMENT PURCHASE CONTRACTS

AMENDMENT

By virtue of the authority vested in me by section 4 of the Act approved June 30, 1936, 49 Stat. 2036, 41 U.S.C., secs. 35-45, I hereby amend Regulations No. 504, prescribed by the Secretary of Labor under Public Act No. 846, Seventy-Fourth Congress (Series A) by adding at the end of Article 603¹ thereof the following:

(d) Every "Emergency Plant Facilities Contract" in the form or substantially

¹ § 201.603, *Administrative exemptions*, of the Code of Federal Regulations.

the form approved by the Advisory Commission to the Council of National Defense and published in the *FEDERAL REGISTER* on October 19, 1940, 5 F.R. 4147-4151.

Dated: December 19, 1940.

[SEAL]

FRANCIS PERKINS,
The Secretary.

[F. R. Doc. 41-104; Filed, January 4, 1941;
11:04 a. m.]

TITLE 45—PUBLIC WELFARE

CHAPTER II—CIVILIAN CONSERVATION CORPS

PART 203—ENROLLMENT, DISCHARGE, HOSPITALIZATION, DEATH AND BURIAL OF ENROLLEES¹

§ 203.10 *Allotments and deposits*—(a) *State selecting agency*. Whenever "State selecting agency" is used in this section, the State Director of Selection representing the Director, Civilian Conservation Corps, in the State, of the senior representative of the Veterans' Administration in the region, concerned with enrollments, is intended.

(b) *Amounts*. The State selecting agency in selecting men for enrollment will note on the certificate of selection the amount of the allotment and the name of the beneficiary, and/or the amount of the deposit required to be made by each enrollee. Except for enrollees enrolled under the Indian quota, those outside the continental limits of the United States under the administration of the Departments of Agriculture and the Interior, and as provided in (c) below, at the time of enrollment and effective with January 1941 pay, junior enrollees with dependents will be required to make an allotment and/or deposit of \$15.00 and \$7.00 respectively. No change will be made as to the amounts of deposits of veterans. Enrollees without dependents will make deposits in the amount of \$22.00 per month. Selection is made contingent on such an allotment and/or a deposit.

(c) *Ten exempted enrollees per company*. The compulsory monthly deposit of \$7.00 will not be required of the ten exempted enrollees per company, if married, and if married subsequent to making a compulsory deposit they may be authorized to withdraw amount on deposit at the time of marriage.

(d) *Changes or termination*. (1) Subsequent to the certification of an allotment or deposit by the State selecting agency, the designated allottee will not be subject to change, and the allotment will not be subject to reduction or cancellation except on approval by the State selecting agency. Request for change of allotment may be initiated either by the enrollee or the State selecting agency. For stoppages of allotment or deposit upon final payment see § 203.16.

¹ § 203.10 is amended.

(2) When it is discovered that an enrollee willfully withheld pertinent information concerning his dependents and was thereby authorized by the State selecting agency to make a deposit in lieu of an allotment, or where a deposit was authorized through error, the enrollee will be required to make an allotment to a proper dependent in compliance with law and regulations. As soon as an allottee has been designated, the amount of deposit that has accumulated erroneously during the current enrollment will be withdrawn and sent to the allottee. When it is discovered that an enrollee either through error or falsification has assigned his allotment to a person who is not his dependent, he will be required to make an allotment to a proper dependent if one exists. When the circumstances of dependency change during enrollment so as to make the original allottee ineligible or incompetent to receive the allotment, the enrollee will be required to make an allotment to a proper allottee if one exists. The State selecting agency will be responsible for determining the proper disposition of the monthly allowance in each of the above cases. In the event that no allotment or deposit arrangements satisfactory to the enrollee can legally be made, he will be honorably discharged by reason of "not eligible to remain in the Civilian Conservation Corps," provided such action is not in conflict with the provisions of paragraph (c), § 203.7. No enrollee will be required to change his allotment unless his existing allottee is clearly ineligible by law and regulations to receive the allotment.

(3) Should the corps area commander not concur in the recommendations or action of the State selecting agency, under (1) or (2) above, all papers in connection with the case will be referred through the normal channels of command to the office of the Director, Civilian Conservation Corps (if the enrollee is a junior), or to the Veterans' Administration (if the enrollee is a veteran). The decision of the Director, Civilian Conservation Corps, or of the Veterans' Administration will be final.

(4) Subsequent to enrollment the company commander, upon request of a junior enrollee, may authorize the increase of an allotment from the cash payment made to the enrollee for his personal use in camp, or may authorize an increase in the approved deposit from the cash payment without reference to the State selecting agency. In no case, however, will the \$7.00 deposit uniformly prescribed for junior enrollees with dependents be reduced either for the purpose of increasing an allotment or for any other purpose.

(5) When allotments are terminated by reason of discharge, desertion, or death, or when allotments are suspended or decreased by reason of action taken under War Department administrative regulations, providing for stoppage against pay and allotments to satisfy indebtedness due the United States, the

State selecting agency and the allottee will be notified without delay in writing. The discharge notification prescribed for uniform use of all company commanders will be submitted to the appropriate State selecting agency in no case later than 10 days after the discharge has been awarded.

(e) *Payment of allotments*. Payment of allotments will be made by the disbursing officer to the designated beneficiaries, or in proper cases for their benefit. No allotment will be paid to an allottee resident in a foreign country.

(f) *Nonpayment of allotments*. Company commanders, in all cases where an enrollee is not paid or will not be paid on the regular monthly pay roll, will personally write a letter to the allottee of the enrollee notifying the allottee of such facts, and state that the allotment check will be delayed pending preparation of a supplemental pay roll or that the enrollee will not be paid for the month in question, stating the reason for nonpayment.

(g) *Continuance on reenrollment*. On reenrollment of enrollees for an additional enrollment period allotments and/or deposits will be continued as though no change in the service of enrollees had occurred.

(h) *Prorata of allotments and deposits*. In the event that the enrollee is not entitled to a full month's pay, the allotment, the deposit, and the cash payment will be prorated in even dollars as set forth below:

Day	Cash	Deposit	Allottee
1.....	\$1.00	.....	.....
2.....	2.00	.....	.....
3.....	3.00	.....	.....
4.....	4.00	.....	.....
5.....	5.00	.....	.....
6.....	2.00	\$1.00	\$3.00
7.....	2.00	2.00	3.00
8.....	2.00	2.00	4.00
9.....	3.00	2.00	4.00
10.....	3.00	2.00	5.00
11.....	3.00	3.00	5.00
12.....	3.00	3.00	6.00
13.....	4.00	3.00	6.00
14.....	4.00	3.00	7.00
15.....	4.00	4.00	7.00
16.....	4.00	4.00	8.00
17.....	5.00	4.00	8.00
18.....	5.00	4.00	9.00
19.....	5.00	5.00	9.00
20.....	5.00	5.00	10.00
21.....	6.00	5.00	10.00
22.....	6.00	5.00	11.00
23.....	6.00	6.00	11.00
24.....	6.00	6.00	12.00
25.....	7.00	6.00	12.00
26.....	7.00	6.00	13.00
27.....	7.00	7.00	13.00
28.....	7.00	7.00	14.00
29.....	8.00	7.00	14.00
30.....	8.00	7.00	15.00

When enrollees are paid at \$36.00 or \$45.00 rate the cash allowance will be increased accordingly.

(i) *When allottee cannot be located or is deceased*. After reasonable efforts to locate an allottee have proved unsuccessful because of change of address or death, undelivered allotment checks will be canceled, under the provisions of Army Regulations, the amounts thereof credited to Civilian Conservation Corps funds and covered by a supplemental voucher (on account of short payment) for de-

posit with the Chief of Finance to the enrollee's credit. Pending the designation of a new allottee, or the location of the old allottee prior to the designation of a new allottee, the monthly amount originally allotted will be deposited to the enrollee's credit. Should the effective date of the new allotment antedate a current month, an amount sufficient on deposit to the enrollee's credit will be repaid for this purpose.

(j) *Return of allotment to enrollee.* The return of allotment money to enrollees is prohibited and enrollees who receive such money from their allottees will be subject to discharge. The company commander will notify the State selecting agency of the proposed action in such cases and will consider the recommendation of the State selecting agency in the final action taken. The type of discharge to be given may be either an honorable or an administrative discharge in the discretion of the corps area commander and based upon the circumstances which develop during the investigation and hearing. A hearing will be held in each case to permit the enrollee to present his case and the company commander to give full information as to reasons upon which he bases his action.

(k) *Deposits.* Junior enrollees with dependents will be required by the State selecting agency to make from their basic monthly pay an allotment in the amount of \$15.00 per month and a deposit in the amount of \$7.00 per month, effective with January 1941 pay (see (b) above). This will result in the following pay schedules for junior enrollees with dependents:

Monthly distribution of pay to—	Monthly pay rate		
	\$30	\$36	\$45
Enrollees in cash.....	\$8.00	\$14.00	\$23.00
Allottees.....	15.00	15.00	15.00
Deposit account.....	7.00	7.00	7.00

(l) *Withdrawals and repayments of deposits.* (1) Enrollees will be permitted, upon approval of the company commander, to withdraw deposits prior to completion of or release from final enrollment in cases of emergency only: *Provided*, That, in all such cases, the enrollee making the request furnishes evidence satisfactory to his company commander that the need for withdrawal exists. The procurement of articles or services which are properly payable from Civilian Conservation Corps funds will not be classed as emergency situations or obligations. Emergency withdrawals will be made in even dollars and will be limited to emergencies such as the following:

(i) Need of financial assistance to dependents, subject to verification by the State selecting agency.

(ii) Travel expenses home in event of serious illness or death in the family of the enrollee.

(iii) Payments on property, including notes and taxes, subject to verification by the State selecting agency, if accruing in the home community of the enrollee.

(iv) Such obligations as would embarrass the enrollee if not met prior to discharge from the Civilian Conservation Corps, subject to verification by the State selecting agency, unless the company commander is fully familiar with all the facts in the case.

(2) Deposits will not be repaid upon the completion of an intermediate enrollment, it being understood that the repayment of deposits, except in cases of emergency, disqualifies the enrollee for immediate reenrollment. In cases where deposits are represented by deposit certificates and also by entries made in the deposit book, the deposit book will also accompany the voucher on which repayment is to be made (see (k) above).

(3) Repayments of deposits in cases of emergency represented by deposit certificates, will ordinarily be authorized in the total amount of one or more such deposit certificates. In case a repayment is authorized in an amount different from the deposit certificates available in an enrollee's account, the company commander will attach to the voucher on which repayment is to be made, deposit certificates in a total amount more than sufficient to cover the repayment, and also forward a deposit book to the disbursing officer with entry therein of balance to be credited to the account of the enrollee.

(m) *Loss of deposit certificates.* In case the original deposit certificates should be lost or destroyed a "stop-payment" request, listing the numbers of the deposit certificates, will be sent promptly, by radio or mail, to the disbursing officer who regularly pays the members of the company, with copy by mail to the Chief of Finance. Repayment of such deposits will be made only on the basis of "duplicate" original deposit certificates issued by the Chief of Finance.

(n) *Loss of deposit book.* When a deposit book containing a record of withheld cash allowances is lost or destroyed, payment of the withheld cash allowances will be made only on the basis of a "duplicate deposit book" issued by the company commander in accordance with his records, plainly marked "Duplicate". (50 Stat. 319; 16 U.S.C., Sup., Chapter 3A) [Par. 36, C.C.C. Regs., W.D., Dec. 1, 1937, as amended by C 65, Dec. 20, 1940]

[SEAL]

E. S. ADAMS,
Major General,
The Adjutant General.

[F. R. Doc. 41-114; Filed, January 6, 1941; 10:30 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

CHAPTER I—INTERSTATE COMMERCE COMMISSION

[Ex Parte No. MC-13]

MOTOR CARRIER SAFETY REGULATIONS, REVISED

TRANSPORTATION OF EXPLOSIVES AND OTHER DANGEROUS ARTICLES BY MOTOR VEHICLE

Decided December 18, 1940. On further consideration, regulations prescribed and promulgated in the prior reports herein 22 M.C.C. 477, 23 M.C.C. 649, and 24 M.C.C. 439, revised and modified in certain respects.

Appearances as shown in prior report.

Third Supplemental Report and Order of the Commission on Further Consideration

Division 3, Commissioners Mahaffie, Alldredge, and Johnson, by Division 3:

By the prior reports and orders in this proceeding, 22 M.C.C. 477, 23 M.C.C. 649, and 24 M.C.C. 439, the Commission promulgated and prescribed certain regulations which are now in effect governing the transportation of explosives and other dangerous articles by common and contract carriers by motor vehicle.

When this matter was before the Commission previously there was contemporaneously pending a somewhat overlapping investigation in docket No. 3666, In the Matter of Regulations for the Transportation of Explosives, looking to a complete revision of the then effective regulations governing the transportation of explosives and other dangerous articles by land and water in rail, water, and motor carrier services. Certain considerations made it imperative, however, that the regulations heretofore prescribed in this proceeding be made effective at the earliest possible date without awaiting termination of the broader investigation in No. 3666. At the same time, it was desirable that certain portions of the regulations herein prescribed, as for example the names, definitions, and classification of explosives and other dangerous articles, and also the requirements as to packing, marking, labelling, and authorized containers, be kept consistent with similar provisions or requirements in effect with respect to shipper regulations governing the tender of shipments to motor carriers even though the latter were then the subject of an investigation looking to their revision. Accordingly the regulations heretofore prescribed in this proceeding insofar as they name, define, or classify explosives or other dangerous articles, employ the names, definitions, and classifications which, when they were prescribed, were consistent with the regulations then in effect governing shippers.

Now, since our last order in this proceeding, the investigation in No. 3666 has been completed and a set of revised regulations governing all carriers by land and by water, and also shippers of explosives and other dangerous articles, have been prescribed to be effective January 7, 1941, governing the transportation by common carriers engaged in interstate or foreign commerce of explosives and other dangerous articles by land or water in freight, express, or baggage services by rail, water, or highway (motor carrier). These new and revised regulations prescribe requirements concerning packages to be offered for transportation by all common carriers by motor vehicle and refer to, and in effect incorporate by reference the regulations prescribed in this proceeding. However, the regulations heretofore prescribed in this proceeding in certain respects, as already explained, are predicated upon and correspond with regulations prescribed in No. 3666, which will be superseded on January 7, 1941. In order to maintain the uniformity and consistency in regulations as between shippers and carriers which is essential for obvious reasons, and which has constantly been our aim, it is necessary that we now further modify certain of the regulations heretofore prescribed in this proceeding. In some instances the text of a rule requires revision to make it consistent with the new shipper regulations or revised commodity descriptions, and in other instances tabulations must be modified.

Accordingly, the proceeding is hereby reopened on our own motion for further consideration, and such further consideration having been given, we find that our prior orders of April 1, 1940,¹ June 10, 1940, and August 6, 1940,² in this proceeding should be, and they are hereby, superseded, modified and amended by the substitution, effective January 7, 1941, of the rules and regulations and the tables set forth in the appendix hereto for the correspondingly numbered or designated rules, regulations, and tabulations in the now effective regulations governing the transportation of explosives or other dangerous articles by motor vehicle prescribed and promulgated or continued in effect by such prior orders.

In each instance where a change is made, the number of the revised rule or regulation, or the designation of the modified tabulation, has been retained exactly as in the present compilation. In the appendix hereto, we have set out or restated each revised rule or regulation, indicating eliminated matter by a broken line through it and new matter by underscoring. Modified tabulations are reproduced in their new forms only, it being

impractical to show also their present forms.

By the Commission, division 3.

[SEAL]

W. P. BARTEL,
Secretary.

[Supplement No. 3]¹

PART 7—TRANSPORTATION OF EXPLOSIVES AND OTHER DANGEROUS ARTICLES

7.1001 Tank motor vehicle. The term "tank motor vehicle" means any motor vehicle designed or used for the transportation of liquids or gases covered by these regulations in any cargo tank.

7.1003 Any other term. Any other term used in these regulations is used in its commonly accepted meaning except where such other term has been defined elsewhere in this part or under General Definitions in the Motor Carrier Safety Regulations, Revised, or in section 203 (a) of the Interstate Commerce Act. (See table 7.1-3 for definitions of motor carrier services.)

7.1042 Certification of packages. Except as provided hereinbelow, no motor carrier may accept for transportation or transport any class A or class B explosive, blasting caps or electric blasting caps in any quantity, and any other dangerous article requiring labeling, as prescribed by these regulations unless it be certified to him by the shipper in the lower left hand corner over his written or stamped facsimile signature on the manifest, memorandum receipt, bill of lading, shipping order, shipping paper or other memorandum as follows:

This is to certify that the above articles are properly described by name and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

Listed in table 7.1-3 of appendix 7.1 are certain exemptions from this requirement. Whenever the transportation of any explosive or other dangerous article is to be exclusively by motor vehicle between points between which the articles are not to be transferred from one motor carrier to another, in either truckload or less-than-truckload lots, the individual packages need not be marked with the consignee's name and address.

7.106 Shipping papers. Every driver of a motor vehicle transporting explosives or other dangerous articles shall have in his possession a manifest, memorandum receipt, bill of lading, shipping order, shipping paper, or other memorandum setting forth the following information for each class of such article being transported: The shipping name;

¹ Attention is here directed to the fact that the provisions of these regulations with respect to the transportation of containers containing any explosive or other dangerous article are made concerning transportation by land ways only and may be subject to further limitation with respect to transportation by rail or water.

the total quantity by weight, volume, or otherwise as appropriate of each kind of explosive or other dangerous article; the label required for the outside container of each class of such article, if a label is required; and the marking, if required, on each kind of package; such as "Low Explosives," "Fireworks," "High Explosives," etc., as appropriate in each instance. If the information herein required is not furnished by the shipper, it shall be supplied by the carrier.

7.10732 Explosives on busses. No explosives except small-arms ammunition is authorized by these regulations to be transported on a motor vehicle transporting passengers except where no other practicable means of transportation of such explosives is available. No explosive listed in table 7.1-3 as forbidden for transportation or acceptance by any motor carrier or for transportation on any bus may be loaded into or transported on any bus. No explosive except small-arms ammunition may be carried in the passenger-carrying space of any motor vehicles transporting passengers. Not to exceed 100 pounds gross weight of any or all of the kinds of explosives permitted to be transported by motor carrier express or baggage services, may be transported on a motor vehicle transporting passengers: *Provided, however,* That samples of explosives for laboratory examination, not exceeding a net weight of one-half pound each, and not exceeding 20 samples or not to exceed a total of 100 blasting caps at one time in a single motor vehicle, may be transported in a motor vehicle transporting passengers. Small-arms ammunition may be transported without limitation as to quantity in a motor vehicle transporting passengers. No provision of this rule shall be so construed as to prohibit the transportation of military or naval forces with their accompanying munitions of war on passenger-carrying or other motor vehicles.

7.113 Accidents. In addition to the requirements of Part 4 of the Motor Carrier Safety Regulations, Revised, concerning the reporting of accidents, all accidents, fires, or explosions occurring in connection with the transportation of explosives or other dangerous articles resulting in leaking, broken, or seriously damaged containers must be reported promptly to the Bureau of Explosives, 30 Vesey St., New York, N. Y.

7.20011 High explosives. High explosives are all explosives more powerful than low explosives or ordinary black powder, except smokeless powders and initiating or priming explosives. Their distinguishing characteristic is their susceptibility to detonation by a blasting cap. Examples of high explosives are dynamite, picric acid, picrates, chlorate powders, nitrate of ammonia powders, trinitrotoluene, dry nitrocellulose (gun-cotton and negative cotton), dry nitro-

¹ 5 F.R. 1481.

² 5 F.R. 1940.

starch, and fireworks that can be exploded en masse.

7.20014 Ammunition for cannon. Ammunition for cannon is all fixed or separate-loading ammunition of 37 mm (1½ inches) caliber and larger which is fired from a cannon, gun, or mortar, as distinguished from ammunition fired from a device such as a pistol, revolver, rifle, shotgun, or similar firearm.

7.200152 Grenades, hand or rifle, are small metal or other containers designed to be thrown by hand or projected from a rifle. They are filled with an explosive or a liquid, gas or solid material such as a toxic or tear gas or an incendiary or smoke-producing material and a bursting charge.

7.200153 Explosive bombs are metal or other containers filled with explosives. They are used in warfare and include airplane bombs and depth bombs.

7.200154 Explosive mines are metal containers filled with a high explosive.

7.200155 Explosive torpedoes, such as are used in warfare, are metal devices containing a means of propulsion and a quantity of high explosives.

7.20016 Blasting caps contain from 5 to 150 grains of dry fulminate of mercury or other suitable substance either alone or in combination with fulminate of mercury, packed in a thin copper shell and fired by a slow-burning safety fuse. When a small "bridge" of fine wire is placed in a suitable priming material and arranged to fire the fulminate by means of an electric current, the cap is called an electric blasting cap.

7.200172 Boosters consist of a casing containing a high explosive and are used to increase the intensity of explosion of the detonator of a detonating fuze.

7.20022 Ammunition for cannon with empty projectiles, sand loaded projectiles, solid projectiles, or without explosive projectiles or shells is fixed ammunition of 37 millimeter (1½ inch) caliber and larger, assembled in a unit consisting of the cartridge case containing the propelling charge and primer and with empty, sandloaded or solid projectiles or without projectiles.

7.20023 Fireworks are all manufactured articles designed primarily for the purpose of producing visible or audible pyrotechnic effects by combustion or explosion. Examples are firecrackers, firecracker salutes, Roman candles, pin wheels, colored fires, rockets, serpents, railway fuses, railway torpedoes, aeroplane flares, sparklers, smoke pots, smoke candles, illuminating projectiles not fused and without bursting charges, Very signal cartridges, fireworks bombs and salutes (not high explosive), toy torpedoes, ammunition pellets fired in a special holder, flash powders in inner units not exceeding 2 ounces each, flash sheets in interior packages, and flash powder or spreader cartridges containing not over 72 grains of flash powder each, and flash cartridges, consisting of a paper cartridge shell, small-arms primer, and

flash composition, not exceeding 180 grains, all assembled in one piece.

7.20031 Small-arms ammunition. Small-arms ammunition includes all fixed ammunition, class C, such as is used in pistols, revolvers, rifles, shotguns, and similar firearms, or in machine guns, with nonexplosive bullets, and consists usually of a paper or metallic cartridge case, the primer, and the propelling powder charge, with or without shot, bullet (except explosive bullets), tear-gas material, or pyrotechnics, the component parts necessary for one firing being all in one assembly.

7.200322 Tracer fuzes are devices which are attached to projectiles and contain a slow-burning composition to show the flight of projectiles at night.

7.200327 Instantaneous fuse is cotton yarn impregnated with meal powder.

7.2043 Acceptable packages. Subject to the requirements of this section and except as provided under rule 7.104 and in rule 7.10732 of these regulations, any motor carrier may accept for transportation or transport any acceptable explosive listed in table 7.1-3 of appendix 7.1 of these regulations; *Provided, however,* That no provision of this rule shall be so construed as to permit the acceptance or transportation of liquid nitroglycerin by any common carrier. (See also rule 7.104.)

7.207014 Explosives on busses. No explosives except small-arms ammunition is authorized by these regulations to be transported on a motor vehicle transporting passengers except where no other practicable means of transportation of such explosives is available. No explosive listed in table 7.1-3 as forbidden for transportation or acceptance by any motor carrier or for transportation on any bus may be loaded into or transported on any bus. No explosive except small-arms ammunition may be carried in the passenger-carrying space of any motor vehicle transporting passengers. Not to exceed 100 pounds gross weight of any or all of the kinds of explosives permitted to be transported by motor carrier express or baggage services; may be transported on a motor vehicle transporting passengers: *Provided, however,* That samples of explosives for laboratory examination, not exceeding a net weight of one-half pound each, and not exceeding 20 samples or not to exceed 100 blasting caps at one time in a single motor vehicle, may be transported in a motor vehicle transporting passengers. Small-arms ammunition may be transported without limitation as to quantity in a motor vehicle transporting passengers. No provision of this rule shall be so construed as to prohibit the transportation of military or naval forces with their accompanying munitions of war on passenger-carrying or other motor vehicles.

7.207111 Explosives forbidden to various types of motor carriers. No motor carrier may accept for transportation or transport any explosive by means of

either motor carrier freight express, or baggage services, if such explosives are listed in table 7.1-3 as being forbidden for that particular type of motor carrier service, nor may any motor carrier accept for transportation or transport any explosive listed in table 1.1-3 as forbidden for all motor carrier services.

7.213 Accidents. (See also rule 7.113.)

7.313 Accidents. In the event of an accident involving any motor vehicle transporting any inflammable liquid every available means shall be employed to prevent individuals other than those employed in the protection of persons or property or in the removal of hazards or wreckage, from congregating in the vicinity; such means shall also be employed to prevent smoking, to keep flame away, to safeguard against the aggravation of the hazard present, and to warn other users of the highway. (See also rule 7.113.)

7.4003 Matches. For the purpose of these regulations, matches are divided into two classes, viz, (1) "strike-anywhere" and block matches, and (2) "strike-on-box", book, and card matches. Strike-anywhere and block matches are those for the ignition of which a prepared surface is not required. Strike-on-box, book, and card matches are those matches intended to be ignited on a prepared surface. Book and card matches may be fastened to a cover or folder, or the prepared match strips may not be so attached or covered.

7.4075 Certain ladings to be kept dry. Special care shall be taken in the loading of any motor vehicle with inflammable solids or oxidizing materials which are likely to become hazardous to transport when wet, to keep them from being wetted during the loading process and to keep them dry during transit. Special care shall also be taken in the loading of any motor vehicle with inflammable solids or oxidizing materials, which are likely to become more hazardous to transport by wetting, to keep them from being wetted during the loading process and to keep them dry during transit. Examples of such materials are charcoal screenings; ground, crushed, or pulverized charcoal; lump charcoal; and hair felt, jute, or other fibrous materials.

7.4078 Loose or baled nitrate of soda bags. Loose or baled, unwashed, empty bags having contained nitrate of soda may be transported in truckload lots only, in motor vehicles and such motor vehicles must have closed or covered bodies lined with paper; such shipments are required to be loaded by the shipper and to be unloaded by the consignee.

7.413 Accidents. (See also rule 7.113.)

7.504 Packages. No motor carrier may accept for transportation or transport any corrosive liquid in a cargo tank not complying with the requirements set forth under rule 7.511 of these regulations. (See also rule 7.104.)

7.5001 Acids or other corrosive liquids. Acids and other corrosive liquids are strong mineral acids or other corro-

sive fluids which are liable to cause fire when mixed with chemicals or with organic matter, or are liable, in case of leakage, to damage other freight materially.

7.5072 Carboys and frangible containers. In general, individual carboys and frangible containers of acids or other corrosive liquids, including charged electric storage batteries, shall, when loaded by hand, be individually loaded into and unloaded from any motor vehicle in which they are to be, or have been, transported. All reasonable precautions shall be taken to prevent, by all practicable means, the dropping of any such containers or batteries containing corrosive liquids. No such container or battery shall be loaded into a motor vehicle having an uneven floor surface.

It shall be permissible to load on or transport in any motor vehicle any authorized carboys or frangible shipping containers, containing acids or other corrosive liquids, more than one tier high above any floor only if such carboys or containers are properly protected, as required by these regulations, and only if such containers are so stacked that the weight of each tier above the first is entirely supported by the boxes, crates, barrels, kegs, or other authorized means of enclosing the carboys or frangible containers. Only so many tiers as may adequately be so supported without danger of crushing or breaking, shall be permitted. Means shall be provided to prevent by all practicable means, in all cases, the shifting of containers or batteries during transit. Nothing contained in this rule shall be so construed as to prevent the use of cleats or other retaining means for the purpose of preventing shifting of containers or batteries. For the purposes of this rule a false floor or platform, secured against relative motion within the body of the motor vehicle, shall be deemed to be a floor.

7.513 Accidents. In the event of any accident involving any motor vehicle transporting corrosive liquids in which has been involved the breakage, spillage, or leakage of containers of such liquids, care shall be exercised in the handling of any other lading which may have become damaged thereby so as to minimize the hazard in handling such damaged lading during the unloading process; and the interior or any other parts of the motor vehicle upon which the corrosive liquid may have become spilled shall be thoroughly washed with water as soon after the unloading process as feasible and prior, in any event, to the subsequent reloading of the motor vehicle. (See also rule 7.113.)

7.6001 Compressed gas. A compressed gas is defined as any material with a gage pressure exceeding 25 pounds per square inch at 70° Fahrenheit; or any liquid inflammable material having a Reid vapor pressure exceeding 40 pounds per square inch, absolute, at 100° Fahrenheit. (See rule

7.70011 for gases defined and classified as poisonous.)

7.60701 Busses. No motor carrier may transport any compressed gases in an amount exceeding an aggregate of 100 pounds gross weight in or on a motor vehicle transporting passengers, provided that this limitation as to quantity shall not apply to compressed gases carried as motor fuel in the fuel tanks of the vehicle, or to nontoxic, noninflammable refrigerants used in the servicing operations of a motor carrier as set forth in rule 7.10733.

7.60710 Filling of type A cargo tanks with liquefied gases. The loading of liquefied gases into Type A cargo tanks shall be by weight or by suitable liquid level gage device. In either event the liquid portion of such gas shall not fill the tank at 105° Fahrenheit if the tank be lagged, nor at 130° Fahrenheit if the tank be unlagged. The quantity of any such liquefied petroleum gas loaded into such a cargo tank shall not exceed the quantities set forth in table 7.6-1 of appendix 7.6 for such loading, and the loading pressure shall not exceed the tank working pressure set forth on the metal plate specified in rule 7.61141. If the gas has inflammable or toxic properties, its vapor pressure at 130° Fahrenheit shall not exceed by more than 20 percent the working pressure of the tank, and the safety valve setting shall be higher than that pressure. If such tanks are to be filled by weight, the gross weight shall be checked after the filling line is disconnected, in each instance. The gross weight shall be calculated from the tank capacity and tare weight set forth in rule 7.61141 and the filling density corresponding to the material being loaded into the tank, as set forth in table 7.6-1 in appendix 7.6 of these regulations. If such tanks are to be filled by liquid level, each cargo tank, and each compartment thereof, shall have a thermometer well, so that the internal liquid temperature can easily be determined, and the amount of liquid in the tank shall be corrected to a 60° Fahrenheit basis.

7.613 Accidents. (See also rule 7.113)

7.70011 Class A, extremely dangerous poison, poison gas label. Poisonous gases or liquids of such nature that a very small amount of the gas, or vapor of the liquid, mixed with air, is dangerous to life. This class includes the following:

Acid, hydrocyanic (prussic). (Dilute solutions of hydrocyanic acid not exceeding 5 percent strength are classed as poisonous articles, class B.)

Acrolein
Chlorpicrin
Cyanogen
Diphosgene
Ethylchlorarsine
Lewistite
Methyldichlorarsine
Mustard gas

Nitrogen peroxide (tetroxide)
Phenylcarbylamine chloride
Phosgene (diphosgene)

7.70012 Class B, less dangerous poisons, poison label. Poisonous liquids or solids (including pastes and semi-liquids) are substances of such nature that they are chiefly dangerous by external contact with the body or by their being taken internally, as in contaminated foods or feeds. The vapors of some of this class of materials are also offensive or dangerous, but to a much less extent than class A poisons.

7.70013 Class C, tear gases or irritating substances, tear gas label. Tear gases are liquid or solid substances which upon contact with fire or when exposed to air give off dangerous or intensely irritating fumes, such as brombenzylcyanide, chloracetophenone, diphenylaminechlorarsine, and diphenylchlorarsine, but not including any poisonous article, class A.

7.7077 Arsenical compounds in bulk. Care shall be exercised in the loading and unloading of "arsenical dust," "arsenic trioxide," and "sodium arsenate" allowable to be loaded into sift-proof, steel hopper-type or dump-type motor-vehicle bodies equipped with water-proof, dust-proof covers well secured in place on all openings to accomplish such loading with the minimum spread of such compounds into the atmosphere by all means that are practicable; and no such loading or unloading shall be done near or adjacent to any place where there are or are likely to be, during the loading or unloading process, assemblages of persons other than those engaged in the loading or unloading process, or upon any public highway or in any public place.

7.713 Accidents. In the event of an accident involving any motor vehicle transporting any poison which is inflammable, noxious, or toxic, every available means shall be employed to prevent individuals other than those employed in the protection of persons or property or in the removal of hazards or wreckage, from congregating in the vicinity; such means shall also be employed to prevent smoking, to keep flame away, to safeguard against the aggravation of the hazard present, and to warn other users of the highway. Care shall also be taken to prevent any poison, whether inflammable or noninflammable, from contaminating streams or flowing or being spilled into sewers. (See also rule 7.113)

7.3-S-1.0 Scope. This specification is primarily designed to apply to tank motor vehicles and Type A cargo tanks (including tank containers) to be used for the transportation of inflammable liquids as defined in rule 7.3001 of section 7.3 of these regulations, and, though not mandatory for tanks or for motor vehicles for the transportation of liquids having flash points above eighty degrees Fahrenheit (80° F.), it is recommended that such liquids be transported in tanks and on tank motor vehicles having characteristics equal or superior to the re-

quirements herein set forth. This specification as a whole is divided into several parts thus:

Specification 7.3-S-1.1 for tank motor vehicles.

Specification 7.3-S-1.2 for Type A cargo tanks constructed of mild (open hearth or blue annealed) steel.

Specification 7.3-S-1.3 for Type A cargo tanks constructed of welded aluminum alloy (grade 3S).

Specification 7.3-S-1.4 for Type A cargo tanks constructed of welded aluminum alloy (grade 52S).

Specification 7.3-S-1.5 for Type A cargo tanks constructed of welded ferrous alloy (high-tensile steel).

Specification 7.3-S-1.6 for Type B cargo tanks.

APPENDIX 7.1—GENERAL

Revised Table 7.1-2—Alphabetical List of Explosives and Other Dangerous Articles.

[Articles designated by the symbol (*) are doubtful articles which may or may not be classified as dangerous articles depending upon whether or not in each several instance they fall within the terms of the definitions in the regulations for each such class of article. If not classed as dangerous, such articles are not subject to the regulations.]

[The number given in this table refers to the number given in the "Requirements List"—Table 7.1-3. In addition to the numbers given, see items 550 to 663 for items to be carried by express or baggage service.]

Article	No.
Acetaldehyde	100
Acetone	101
Acetone oils	102
Acetyl chloride	322
Acetylene	350
Acid bottles, empty	319
Acid carboys, empty	18, 311
Acids, liquids, n. o. s.	300
Acids (see under reverse order of name, viz, Nitric acid, not Acid, Nitric).	
Acid sludge	312
Acrolein	410
Acrylonitrile	103
Aeroplane flares	37, 602
Air, compressed	351
Alcohol or alcohol, n. o. s.	170
Alcohol, allyl	491
*Alcohol, butyl	170
Alcohol, denatured	170
Alcohol, ethyl	170
*Alcohol, propyl	170
*Alcohol, tertiary	170
Alcohol, wood	170
Alkaline corrosive battery fluid	313, 617
Alkaline corrosive battery fluid with storage battery	326
Alkaline corrosive liquids, n. o. s.	314, 618
Allyl alcohol	491
*Aluminum liquid	178
Aluminum nitrate	262
Ammonia, anhydrous	352, 653
Ammonium arsenate	421
Ammonium bichromate	200
Ammonium nitrate	262
Ammonium nitrate explosives	33, 566
Ammonium perchlorate	201
Ammonium permanganate	202
Ammonium picrate	33, 566
Ammonium picrate, wet, (not to exceed 16 ounces)	208
Ammunition, chemical, class A poison	415, 578
Ammunition, chemical, class B poison	510
Ammunition, chemical, class C poison	529
Ammunition, chemical, explosive	26, 556
Ammunition for cannon, nonexplosive	28

Article	No.
Ammunition for cannon with empty projectiles	36, 550
Ammunition for cannon with explosive, gas, smoke, or incendiary projectiles	26, 551, 556
Ammunition for cannon with sand-loaded projectiles	36, 550
Ammunition for cannon with solid projectiles	36, 550
Ammunition for cannon without projectiles	36, 550
Ammunition, small-arms	49
Ammunition for small-arms with explosive bullets	27, 552
Ammunition material	28
*Amyl acetate	104
Amyl nitrite	105
Anhydrous ammonia	352, 653
Anhydrous hydrofluoric acid	334
Aniline oil drums, empty	513
Aniline oil, liquid	507
*Anti-freeze compounds	106
Antiknock compound, motor fuel	517
Antimony pentachloride	322
Apparatus	176, 374
Argon	353
Arsenate of lead	484
Arsenic	483
Arsenic acid, liquid	508
Arsenic acid, solid	483
Arsenic bromide	422
Arsenic chloride	492
Arsenic iodide	423
Arsenic pentoxide	424
Arsenic sulfide	425
Arsenic trichloride	493
Arsenic trioxide	483
Arsenic, white	483
Arsenical compounds or mixtures, n. o. s.	484
Arsenical dip.	494
Arsenical dust	483
Arsenical flue dust	484
Arsenous acid	426
Arsenous and mercuric iodide solution	495
*Asphalt, cut-back	180
*Automobiles	171
*Automobiles with charged electric storage batteries	315
Bags, nitrate of soda, empty and unwashed	224
Barium binoxide	225
Barium chlorate	236
Barium cyanide	486
Barium dioxide	225
Barium nitrate	262
Barium perchlorate	203
Barium permanganate	204
Barium peroxide	225
Barrels, empty	173, 329, 364, 488, 514, 530
Batteries, dry	316
Batteries, electric storage, wet, with automobiles or automobile parts	315
Batteries, electric storage, wet, with containers of corrosive battery fluid	326
Batteries, electric, storage, wet	317
Battery charger with electrolyte (acid), or alkaline corrosive liquid	328
Battery fluid	313, 327, 617
Benzene	107
Benzine	108
Benzol	107
Benzoyl chloride	322
Benzoyl peroxide	226
Benzyl chloride	322
Black blasting powder	30, 553
Black pellet powder	30, 553
Black powder	30, 553
Black powder igniters with empty cartridge bags	46
Black rifle powder	30, 553
Blasting caps—1,000 or less	42, 554
Blasting caps—more than 1,000	31, 554
Blasting caps with safety fuse—1,000 or less caps	42, 555
Blasting caps with safety fuse—more than 1,000	31, 555
Blasting caps, electric—1,000 or less	42, 554
Blasting caps, electric—more than 1,000	31, 554
Blasting gelatin	33, 563
Blasting powder	30, 553
Bombs, explosive	29, 559
Bombs, explosive, gas, smoke, or incendiary	29, 559

Article	No.
Bombs, fireworks	13, 37, 602
Bombs, gas, smoke, or incendiary, non-explosive	415, 510, 529
Bombs, sand-loaded or empty	28
Boosters (explosive)	32, 557
Bordeaux arsenites, liquid	496
Bordeaux arsenites, solid	427
Boron trichloride	318
Boron trifluoride	354
Bottles, acid or other corrosive liquids, empty	319
*Box toe gum	109
Bromacetone	411
Brombenzyl cyanide	520
Bromine	320
Bromomethane	516
*Bronze liquid	178
Brucine	428
Burnt cotton	227, 575
Burnt fiber	241, 575
Butadiene	384
Butane	384
*Butyl alcohol	170
Cacodylic acid	429
Calcium arsenate	484
Calcium arsenite	430
Calcium chlorate	236
Calcium chloride	223
Calcium cyanide	496
Calcium, metallic	205
Calcium nitrate	262
Calcium permanganate	206
Calcium peroxide	207
Calcium phosphide	229
Cannon primers	48
Caps, percussion	48
Caps, toy	16, 50
Carbolic acid, fused solid	485
Carbolic acid (phenol), liquid (liquid tar acid containing over 50% benzo-phenol)	509
Carbolic acid (phenol), solid	485
Carbon bisulfide	172, 576
Carbon dioxide	355, 657
Carbon dioxide syphon bulbs	356
Carbon disulfide	172, 576
Carbon monoxide	357
*Carbon remover	110
Carbonyl chloride	408
Carboys, acid, empty	18, 311
Carboys, empty	173, 329, 488, 514, 530
Cartridge bags, empty, with black powder igniters	46
Cartridge cases, empty, primed	48
*Case oil (boxed)	144, 154
Casinghead gasoline	144
Casks, empty	173, 329, 364, 488, 514, 530
Caustic potash	301
Caustic soda	302
*Cement, leather	111
*Cement, liquid, n. o. s.	112
*Cement, roofing	113
*Cement, rubber	181
Charcoal, activated	230, 609
Charcoal, animal	230, 609
Charcoal, bone	230, 609
Charcoal, briquets	230, 610
Charcoal, shell	231, 609
Charcoal, wood, ground, crushed, granulated or pulverized	235
Charcoal, wood, lump	233
Charcoal screenings, made from "pinon" wood	230, 609
Charcoal, wood, screenings other than "pinon" wood screenings	234, 577
Charcoal screenings, wet	230
Charcoal, wet	230
Charcoal, wood	232, 609
*Chemicals, n. o. s.	133, 208, 308, 435, 498
Chemical ammunition (containing class A poisons)	415, 578
Chemical ammunition (containing class B poisons)	510
Chemical ammunition (containing class C poisons)	529
Chemical ammunition, explosive	26, 556
Chloracetophenone	521
Chloracetyl chloride	321
Chlorates, n. o. s.	236
Chlorate explosives, dry	33, 566
Chlorate of potash	236
Chlorate of soda	236
Chlorate powders	33, 566
*Chlorbenzene	114
*Chlorbenzol	114

Article	No.	Article	No.	Article	No.
Chloride of phosphorus.....	342	*Dressing, leather.....	132	Forbidden fireworks.....	8-17
Chlorides.....	322	*Driers, paint, varnish, enamel, etc.....	178	Formic acid.....	308
Chloride of sulfur.....	322	Drill cartridges.....	28	Fulminate of mercury, dry.....	5
Chlorine.....	358, 654	*Drugs, chemicals, medicines or cosmetics, n. o. s.....	133, 208, 308, 435, 498	Fulminate of mercury, wet.....	34, 568
*Chlorobenzene.....	114	Drums, empty.....	173, 329, 364, 488, 514, 530	*Fumigants.....	244
*Chlorobenzol.....	114	Drums, empty, (aniline oil).....	513	*Furniture polish.....	179
Chlorosulfonic acid.....	323	Dummy cartridges.....	28	*Furniture or wood stains.....	178
Chlorosulfonic acid-sulfur trioxide mixture.....	324	Dynamite.....	4, 33, 566	Fuse igniters.....	46
Chlorpicrin, absorbed.....	412	Electric blasting caps—more than 1,000.....	31, 554	Fuse instantaneous.....	47
Chlorpicrin, liquid.....	413	Electric blasting caps—1,000 or less.....	42, 554	Fuse lighters.....	46
Chlorpicrin mixtures.....	414	Electric squibs.....	46	Fuse, safety.....	44
Chromic acid.....	237	Electric storage batteries.....	317	Fuses, railway.....	15, 37, 602
Chromic acid solution.....	303	Electric storage batteries, wet, with automobile or automobile parts.....	315	Fuses, combination, percussion, time and tracer.....	45
*Cleaning, fluid or liquid.....	115	Electric storage batteries, wet, with containers of corrosive battery fluid.....	326	Fuzes, detonating.....	32, 557
Coal gas.....	359	Electrolyte, (acid), battery fluid.....	327	Garbage tankage.....	285, 596
Coal, ground bituminous, sea coal, coal facings, etc.....	238, 579	Electrolyte (acid) or alkaline corrosive battery fluid packed with storage batteries.....	328	Gas bomb, explosive.....	29, 559
*Coal tar distillate.....	116	Electrolyte (acid) or alkaline corrosive battery fluid packed with battery charger or radio current supply device or parts thereof.....	328	Gas bomb, nonexplosive.....	415, 510, 529
*Coal tar light oil.....	117	Emerald green.....	484	Gas cylinders, empty.....	364, 416, 530
*Coal tar naphtha.....	118	Empty bombs.....	28	*Gas drips, hydrocarbon.....	143
*Coal tar oil.....	119	Empty cartridge bags—black powder igniters.....	46	Gas identification sets.....	417, 531
Cobalt resinate, precipitated.....	239	Empty cartridge cases, primed.....	48	Gasoline.....	144
Cocculus, solid.....	431	Empty containers.....	173, 329, 364, 416, 488, 514, 530	Gelatine dynamite.....	33, 566
Colloidion.....	120	Empty grenades, primed.....	48	*Gold paint.....	178
Colloidion cotton, wet.....	183, 289	Empty mines.....	28	Grenades, empty, primed.....	48
Cologne spirits.....	121	Empty projectiles.....	28	Grenades, hand or rifle, gas, smoke or incendiary.....	29, 564, 565, 567, 571, 572
Colored fire.....	37, 602	Empty torpedoes.....	28	Grenades, police.....	420, 532, 570
Columbian spirits.....	122	*Enamel.....	178	Guanyl nitrosamino guanylidene hydrazine.....	5, 34, 568
Combination fuzes.....	45	*Eradicators, paint or grease.....	134	Guanyl nitrosamino guanyl tetrazene.....	5
Combination primers.....	48	Ethane.....	365	Guncotton.....	34, 568
*Compounds, cleaning, liquid.....	123, 304	Ether.....	135	Hair, wet.....	245, 598
*Compounds, enamel.....	178	Ether, ethyl.....	135	Hand grenades.....	29, 565
*Compounds, lacquer, paint, or varnish, etc., removing, reducing or thinning, liquid.....	178, 305	Ethyl acetate.....	136	Hellum.....	369
*Compounds, polishing.....	179	Ethyl alcohol.....	170	High explosives.....	33, 566
*Compounds, type-cleaning.....	124	Ethyl aldehyde.....	100	Highway signals.....	15, 37, 602
*Compounds, vulcanizing.....	125, 306	Ethyl chloride.....	174	High wines.....	170
Compressed gases, n. o. s.....	360	Ethyl dichlorarsine.....	401	Hydriodic acid.....	310
Condemned explosives.....	3	Ethylene.....	366, 655	Hydrobromic acid.....	331
Condemned fireworks.....	10	Ethylene dichloride.....	137	*Hydrocarbon gas drips.....	143
Containers, empty.....	173, 329, 364, 416, 488, 514, 530	Ethylene oxide.....	175	Hydrocarbon gas, liquefied.....	370
Copper acetoarsenite.....	484	Ethyl methyl ether.....	138	Hydrocarbon gas, nonliquefied.....	371
Copper arsenite.....	432	Ethyl methyl ketone.....	139	Hydrochloric acid.....	332
Copper cyanide.....	487	Ethyl nitrate.....	140	Hydrochloric acid mixtures.....	332
Copper orthoarsenite.....	432	Ethyl nitrite.....	141	Hydrocyanic acid, liquid.....	418
Cordeau detonant.....	43	Explosive bomb.....	29, 559	Hydrocyanic acid, unstabilized.....	418
Corrosive battery fluid.....	313, 327, 617	Explosive boosters.....	32, 557	Hydrocyanic acid solutions.....	515
Corrosive liquid, n. o. s.....	307, 618	Explosive composition.....	1	Hydrofluoric acid.....	333
Corrosive liquid, bottles, empty.....	319	Explosive mine.....	29, 560	Hydrofluoric acid, anhydrous.....	334
*Cosmetics.....	133, 208, 308, 435, 498	Explosive projectile.....	29, 561	Hydrofluosilicic acid.....	335
Cotton, burnt.....	227, 575	Explosives, forbidden.....	1-17, 550-573	Hydrogen.....	372, 656
Cotton, negative.....	33, 566	Explosives, samples.....	601	Hydrogen dioxide.....	336
Cotton waste, oily.....	240, 593	Explosive torpedo.....	29, 562	Hydrogen peroxide.....	336
Crotonaldehyde.....	126	*Extracts, liquid, flavoring.....	142	Hydrogen sulfide.....	373
Crude nitrogen fertilizer solution.....	361	Fabrics or fibers with animal or vegetable oil.....	242, 581	Igniters.....	46
*Crude oil, petroleum.....	127	Felt waste, wet.....	288	Igniters, black powder, with empty cartridge bags.....	46
Cupric green.....	432	Ferric arsenate.....	436	Illuminating projectiles.....	37, 602
Cyanide of calcium.....	486	Ferric arsenite.....	437	Imperial green.....	484
Cyanides of copper, zinc, lead, and silver.....	487	Ferrous arsenate.....	438	Incendiary bomb, explosive.....	29, 559
Cyanides or cyanide mixtures, dry.....	486	*Fertilizers, ammoniating solution containing free ammonia.....	367	Incendiary bomb, nonexplosive.....	415, 510, 529
Cyanide of potassium, liquid.....	511	Fertilizer, tankage.....	285, 596	Inflammable liquid, n. o. s.....	145
Cyanide of potassium, solid.....	486	Fiber, burnt.....	241, 575	Inflammable solid, n. o. s.....	209
Cyanide of sodium, liquid.....	512	Fibers or fabrics, with animal or vegetable oil.....	242, 581	Initiating explosive.....	5, 34, 568
Cyanide of sodium, solid.....	486	Firecrackers.....	13, 37, 602	*Ink.....	146
Cyanogen.....	400	Firecracker salutes.....	13, 37, 602	*Insecticide, dry.....	439
Cyclopropane.....	384	Fire extinguisher charges.....	330	*Insecticide, liquid.....	499
Cylinders, empty.....	173, 329, 364, 416, 488, 514, 530	Fire extinguishers, hand.....	368	*Insecticide, liquid (vermin exterminator).....	147
Delay electric igniters.....	46	Fireworks.....	8-17, 37, 602	Instantaneous fuse.....	47
Denatured alcohol.....	170	Fireworks, bombs.....	13, 37, 602	Iron arsenate, solid.....	438
Denatured rum.....	165	Fireworks compositions.....	12	Iron mass, spent.....	246, 595
Depth bombs.....	29, 559	Fireworks, explodable en masse.....	14, 33, 566	Iron sponge not properly oxidized.....	247, 583
Detonating fuzes.....	32, 557	Fireworks, forbidden.....	8-17	Iron sponge, spent.....	246, 595
Diazodinitrophenol.....	5, 34, 568	Fish berry.....	431	Isobutane.....	384
Dichlorethylene.....	128	Fish meal.....	243, 582	*Isopropanol.....	148
Dichlorodifluoromethane.....	362	Fish scrap or fish meal.....	243, 582	Kegs, empty.....	173, 329, 364, 438, 514, 530
Dimethoxy strychnine.....	428	Flares, aeroplane.....	37, 602	Kings green.....	484
Dimethylamine.....	129	Flares.....	37, 602	*Lacquer.....	178
Dimethylarsenic.....	429	Flares, signal.....	37, 602	*Lacquer base, liquid.....	178
Dimethyl ether.....	363	Flash cartridges.....	13, 30, 37, 553, 602	Lacquer base, or lacquer chips, dry.....	248
Dimethyl sulfate.....	325	Flash crackers.....	13, 37, 602	Lacquer base or lacquer chips, plastic (wet with alcohol or solvent).....	183
Dimethyl sulfide.....	130	Flash powder.....	30, 37, 553, 602	*Lacquer removing, reducing and thinning compounds.....	178, 305
Dinitrobenzol, solid.....	433	Flash sheets.....	30, 37, 553, 602	Lead arsenate.....	484
Dinitrobenzol, liquid.....	497	Forbidden explosives.....	1-17, 550-573	Lead arsenite.....	440
Dinitrochlorobenzene.....	434			Lead azide.....	5, 34, 568
Dinitrochlorobenzol.....	434			Lead cyanide.....	487
Diphenylaminechlorarsine.....	522			Lead nitrate.....	262
Diphenylchlorarsine.....	523			Lead styphnate.....	5, 34, 568
Diphosgene.....	408			Lead trinitroresorcinate.....	5, 34, 568
*Distillate.....	131			*Leather bleach.....	149

Article	No.	Article	No.	Article	No.
*Leather cement.....	111	Motion-picture film scrap (nitrocellulose), other than samples.....	272, 586	Paper stock, wet.....	263, 598
*Leather dressing.....	132	Motion-picture film scrap (slow-burning).....	259, 586	Paper waste, wet.....	264, 598
Lewisite.....	402	Motion-picture film, toy (nitrocellulose).....	253, 651	Paranitraniline.....	472
Liquefied carbon dioxide.....	355, 657	Motion-picture film, toy (slow-burning).....	255	Paris green.....	484
Liquefied hydrocarbon gas.....	370	Motion-picture film, toy pieces (nitrocellulose).....	260	Parrot green.....	484
Liquefied petroleum gas.....	384	Motion-picture film, unexposed (nitrocellulose).....	254, 612	Pellet powder.....	30, 553
*Liquid cement.....	112	Motion-picture film, unexposed (slow-burning).....	256	Pentane.....	158
Liquid nitroglycerin.....	35	*Motorcycles.....	171	Pentaerythrite tetranitrate.....	5, 34, 568
*Liquid tar.....	180	*Motorcycles with charged electric storage batteries.....	315	Perchlorate of ammonia.....	201
London purple.....	441	Motor fuel antiknock compound.....	517	Perchlorate of potash.....	217
Low blasting explosives.....	30, 553	*Motor fuel, n. o. s.....	153	Perchlorates, n. o. s.....	213
Low explosives.....	30, 553	Muriatic acid.....	332	Perchloric acid.....	339
Machines or apparatus.....	176, 374	Mustard gas.....	404	Percussion caps.....	48
Magnesium arsenate.....	484	*Naphtha.....	154	Percussion fuzes.....	45
Magnesium, metallic.....	210	*Naphtha distillate.....	155	Permanganate of potash.....	214
Magnesium nitrate.....	262	*Naphtha, petroleum.....	161	Permanganate of soda.....	220
Magnesium perchlorate.....	211	Naphtha, solvent.....	156	Permanganates, n. o. s.....	215
Magnesium peroxide.....	212	Natural gasoline.....	144	Peroxide of sodium.....	265
Matches, block.....	249	Negative cotton.....	33, 566	*Petroleum, crude.....	127
Matches, book, card, or strike-on-box, with other articles.....	250	Neon.....	379	*Petroleum distillate.....	159
Matches, strike-anywhere.....	21, 249, 611	New explosives.....	7	Petroleum ether.....	160
Meadow green.....	484	Nickel carbonyl.....	177, 588	Petroleum gas.....	384, 658
*Medicines, n. o. s.....	133, 208, 308, 435, 498	Nickel cyanide.....	486	*Petroleum naphtha.....	161
Mercuric acetate.....	442	Nicotine.....	502	*Petroleum oil.....	157
Mercuric ammonium chloride.....	443	Nicotine hydrochloride.....	501	*Petroleum oil, n. o. s.....	157
Mercuric benzoate.....	444	Nicotine salicylate.....	468	Phenol.....	485, 609
Mercuric bromide.....	445	Nicotine sulfate.....	469	Phenylcarbamylamine chloride.....	407
Mercuric cyanide.....	486	Nicotine tartrate.....	470	Phenyldichlorarsine.....	518
Mercuric iodide.....	446	Nitrate of aluminum.....	262	Phosgene.....	408
Mercuric iodide solution.....	500	Nitrate of ammonia.....	262	Phosphoric anhydride.....	266
Mercuric oleate.....	447	Nitrate of ammonia explosives.....	33, 566	Phosphorus, amorphous, red.....	267
Mercuric oxide (red).....	448	Nitrate of barium.....	262	Phosphorus oxychloride.....	340
Mercuric oxide (yellow).....	449	Nitrate of lead.....	262	Phosphorus pentachloride.....	270
Mercuric oxycyanide.....	450	Nitrate of potash.....	262	Phosphorus tribromide.....	341
Mercuric-potassium cyanide.....	489	Nitrate of soda.....	262	Phosphorus trichloride.....	342
Mercuric-potassium iodide.....	451	Nitrate of soda bags, empty, unwashed.....	224	Phosphorus, white or yellow, dry.....	268, 590, 613
Mercuric salicylate.....	452	Nitrate of strontia.....	262	Phosphorus, white or yellow, in water.....	269
Mercuric subsulfate.....	453	Nitrates, n. o. s.....	262	Photographic film scrap.....	272
Mercuric sulfate.....	454	Nitrating acid.....	337, 619	Photographic film scrap, samples.....	614
Mercuricyanamide.....	455	Nitric acid.....	338, 620	Photographic flash powder.....	37, 602
Mercuric sulfo cyanate.....	456	Nitric ether.....	140	Picrates, dry.....	33, 566
Mercuriol.....	457	Nitrite of soda.....	219	Picrate of ammonia.....	33, 566
Mercurous bromide.....	458	Nitrite of sodium.....	219	Picrate of ammonia, wet.....	33, 208, 271, 563
Mercurous gluconate.....	459	Nitrobenzol, liquid.....	503	Picric acid, dry.....	33, 566
Mercurous iodide.....	460	Nitro carbo nitrate.....	262	Picric acid, wet, not exceeding 16 ounces.....	208
Mercurous nitrate.....	461	Nitrocellulose (collodion cotton), wet with water.....	289	Picric acid, wet with not less than 10% water, over 25 pounds.....	33, 566
Mercurous oxide, black.....	462	Nitrocellulose, wet with alcohol or solvent.....	183	Picric acid, wet with not less than 10% water, in excess of 16 ounces but not exceeding 25 pounds.....	271
Mercurous sulfate.....	463	Nitrocellulose, dry.....	33, 566	Pintsch gas.....	385
Mercury acetate.....	464	Nitrochlorobenzene, ortho, liquid.....	504	Pinwheels.....	37, 602
Mercury bichloride.....	465	Nitrochlorobenzene, meta or para, solid.....	471	Poisonous liquid or gas, n. o. s., class A.....	409, 591
Mercury bisulfate.....	466	Nitrogen.....	380	Poisonous liquids, n. o. s., class B.....	505, 591
Mercury compounds, n. o. s.....	467	Nitrogen dioxide.....	405	Poisonous liquids, n. o. s., class C.....	525, 591
Mercury cyanide.....	486	Nitrogen peroxide.....	406	Poisonous solids, n. o. s., class B.....	473, 591, 622
Mercury fulminate.....	5, 34, 568	Nitrogen tetroxide.....	406	Poisonous solids, n. o. s., class C.....	526, 591
Mercury nucleate.....	457	Nitroglycerin, liquid.....	35, 569	Police grenades (liquid).....	420
*Metal polish.....	179	Nitroglycerin, spirits of.....	182	Police grenades, tear gas.....	532
Metallic potassium.....	273	Nitro mannite.....	5, 534, 568	*Polishes, metal, stove, furniture and wood.....	179
Metallic sodium.....	282	Nitroguanidine, wet with water.....	290	Potash, caustic, solution.....	301
Methane.....	375	Nitrosoguanidine.....	5, 34, 568	Potassium arsenate.....	474
Methanol.....	170	Nitrostarch, dry.....	33, 566	Potassium arsenite.....	475
Methyl acetate.....	150	Nitrostarch, wet with alcohol or solvent.....	183	Potassium bromate.....	216
Methyl acetone.....	151	Nitrostarch, wet with water.....	291	Potassium chlorate.....	236
Methyl alcohol.....	170	Nitrosyl chloride.....	381	Potassium cyanide.....	511
Methyl bromide.....	516	Nitrourea.....	33, 566	Potassium hydroxide solution.....	301
Methyl chloride.....	376, 659	Nitrous ether.....	141	Potassium, metallic.....	273
Methyldichlorarsine.....	403	Nitrous oxide.....	382, 661	Potassium nitrate.....	262
Methyl formate.....	152	Nonliquefied gases.....	360	Potassium perchlorate.....	217
Mine rescue equipment.....	377, 660	Nordhausen.....	345	Potassium permanganate.....	214
Mineral green.....	432	*Oil.....	157	Potassium peroxide.....	218
Mines, empty.....	28	*Oil, n. o. s.....	157	Potassium sulfide.....	274
Mines, explosive.....	29, 560	Oil of mirbane.....	503	*Potato spray.....	499
Mitis green.....	484	Oil of vitriol.....	345	Primers.....	48
Mixed acid.....	337, 619	Oxide, spent.....	246	Projectiles, explosive.....	29, 561
Monochloracetone stabilized.....	534	Oxidizing material, n. o. s.....	209	Projectiles, gas, smoke, or incendiary nonexplosive.....	415, 510, 529
*Monochlorobenzol.....	114	*Oxidizing materials with other articles—fumigants.....	244	Projectiles, illuminating.....	37, 602
*Monochlorobenzene.....	114	Oxygen.....	383, 662	Projectiles, sand-loaded, empty, or solid.....	28
*Monochlorobenzol.....	114	*Paint driers.....	178	Propane.....	384
Monochloroacetone.....	419	*Paint, and thinning, reducing and removing compounds, liquid therefor, and driers, liquid, therefor.....	178, 305	*Propyl alcohol.....	170
Monomethylamine.....	378	Paper cap ammunition for toy pistols.....	50	Propylene.....	386
Moss green.....	484	Paper caps.....	50	Prussic acid.....	418
*Mortar stain.....	178			*Pyridine.....	162
Motion-picture film, nitrocellulose base, including mixed shipments with noninflammable film.....	251, 652			Pyro sulfonyl chloride.....	322
Motion-picture film, old and worn out (nitrocellulose).....	252, 650			Pyroxylin plastic scrap.....	272, 592
Motion-picture film, old and worn out (slow-burning).....	257			Pyroxylin plastic scrap, samples.....	614
Motion-picture outfits, toy.....	261			Pyroxylin plastics, rods, sheets, rolls, tubes.....	276, 615
Motion-picture film (processed, positive or negative, nitrocellulose).....	251, 652				
Motion-picture film (processed, positive or negative, slow-burning).....	258				
Motion-picture film scrap (nitrocellulose), samples of.....	614				

Article	No.
Pyroxylin solution	163
*Pyroxylin solvent, n. o. s.	164
Radio battery chargers	328
Radio current supply devices	328
Rags, oily	276, 593
Rags, wet	277, 598
Railway fuses	37, 602
Railway torpedoes	37, 602
Reclaimed rubber	279
*Reducing compounds, paint, varnish, lacquer, etc.	178
Refrigerating machines	176, 374
Regenerated rubber	279
*Removing compounds, paint, varnish, lacquer, etc.	178, 305
Resinate of cobalt, precipitated	239
Rifle grenades	29
Rifle powder	30, 553
*Road asphalt or tar	180
Rockets	37, 602
Roman candles	37, 602
*Roofing cement	113
Rough ammoniate tankages	286, 597
Rubber buffings	278
*Rubber cement	181
*Rubber scrap	278
Rubber shoddy, regenerated rubber, or reclaimed rubber	279
Rum, denatured	165
Safety fuse	44
Safety squibs	46
Saltpeter	262
Saltpeter, Chile	262
Salutes	13, 37, 602
Samples, explosives	601
Sand-loaded bombs	28
Scheele's green	432
*Self-propelled vehicles	171
*Self-propelled vehicles with charged electric storage batteries	315
Sheep dip	494
*Shellac	178
Shells, fireworks	37, 602
Signals, highway	37, 602
Silicon chloride	322
Silicon tetrachloride	322
Silver cyanide	487
Sludge acid	312
Small-arms ammunition	49
Small-arms ammunition with explosive bullets	27, 552
Small-arms ammunition, tear gas cartridges	49
Small-arms primers	48
Smoke bomb (explosive bomb)	29, 559
Smoke candles	37, 602
Smoke generators	510, 529
Smoke pots	37, 602
Smokeless powder for cannon	38, 603
Smokeless powder for cannon or small-arms in water	39, 41, 604, 606
Smokeless powder for cannon or small-arms, unstable, condemned or deteriorated	39, 41
Smokeless powder for small-arms	40, 605
Soda, caustic solution	302
Sodium arsenate	490
Sodium arsenite (solution)	506
Sodium cacodylate	476
Sodium chlorate	236
Sodium chlorite	280
Sodium cyanide	512
Sodium dimethyl arsenate	476
Sodium hydrosulfite	281
Sodium hydroxide solution	302
Sodium, metallic	282
Sodium nitrate	262
Sodium nitrite	219
Sodium permanganate	220
Sodium peroxide	265
Sodium picramate wet with 20% of water	283
Sodium sulfide	284
Solid projectiles	28
*Solvents, n. o. s.	166
Sparklers	37, 602
Spent iron mass	246, 595
Spent iron sponge	246, 595
Spent mixed acid	343
Spent oxide	246, 594
Spent sulfuric acid	344
Spirits of nitroglycerin	182
Sporting powder	30, 553
Spreader cartridges	37, 602
Squibs, electric or safety	46

Article	No.
*Stain	178
Storage batteries, wet	317
*Stove polish	179
Strike-anywhere matches	21, 249, 611
Strike-on-box matches	250
Strontium arsenite	477
Strontium chlorate	236
Strontium nitrate	262
Strychnine and salts thereof, solid	478
Styphnate of lead	5, 34, 568
Sulfide of potassium	274
Sulfide of sodium	284
Sulfur chloride	322
Sulfur dioxide	387, 663
Sulfur trioxide	346
Sulfuric acid	345
Sulfuric acid, fuming (oleum)	345
Sulfuric acid, spent	344
Swedish green	432
Tankage	285
Tankage fertilizers	285
Tankages, rough ammoniate	286, 597
*Tar	180
*Tar, liquid	180
Tear gas candles	533
Tear gas cartridges	49
Tear gas grenades	532
Tear gas material	527
*Tertiary alcohol	170
Tetraethyl lead	519
Tetrazene	5, 34, 568
Tetryl	33, 566
Textile waste, wet	287, 598
*Thallium salts	479
Thallium sulfate	480
*Thinning compounds, paint, varnish, lacquer, etc.	178
Time fuses	45
Tin tetrachloride, anhydrous	322
Titanium tetrachloride	322
Toluene	167
Toluol	167
Torches	37, 602
Torpedoes, cap	37, 602
Torpedoes, empty	28
Torpedoes, explosive	29, 562
Torpedoes, toy, railway or track	17, 37, 602
Toy caps	16, 50
Toy torpedoes	17, 37, 602
Tracer fuzes	45
*Tractors	171
*Tractors with charged electric storage batteries	315
Track torpedoes	37, 602
Trinitrobenzene	33, 566
Trinitrobenzene, wet (not to exceed 16 ounces)	221
Trinitroresorcinol	33, 566
Trinitrotoluene	33, 566
Trinitrotoluene, wet (not to exceed 16 ounces)	222
*Turpentine substitutes	168
*Varnish	178
*Varnish driers	178
*Varnish remover or reducer	178, 305
*Varnish thinning compounds	178
Vermin exterminator	147
Very signal cartridge	37, 602
Vienna green	484
Waste paper, wet	264, 598
Waste, textile, wet	287, 598
Waste wool, wet	288, 598
Wet hair	245
Wet nitrocellulose—20 percent water	289
Wet nitrocellulose—30 percent alcohol (or solvent)	183
Wet nitroguanidine—20 percent water	290
Wet nitrostarch—20 percent water	291
Wet nitrostarch—30 percent alcohol (or solvent)	183
Wet paper stock	262, 598
Wet rags	277, 598
Wet textile waste	287, 598
Wet waste paper	264, 598
Wet waste wool	288, 598
Wood alcohol	170
*Wood filler	178
*Wood polish	179
*Wood stain, liquid	178
Wool waste, wet	288
X-ray film (nitrocellulose base)	251
X-ray film, slow-burning	256, 258
X-ray film scrap (nitrocellulose base), samples of	614

Article	No.
X-ray film scrap (nitrocellulose base) other than samples	272
X-ray film scrap (slow-burning)	259
X-ray film unexposed (nitrocellulose base)	254, 649
*Xylene	169
*Xylol	169
Xylol bromide	528
Zinc ammonium nitrite	292
Zinc arsenate	481
Zinc arsenite	482
Zinc chlorate	236
Zinc cyanide	487
Zinc ethyl	184, 599
Zinc nitrate	262
Zinc permanganate	223
Zirconium, metallic, dry	293
Zirconium, metallic, wet or sludge	294
Zirconium picramate, wet with 20% of water	295

Revised Table 7.1-3—General Requirements and Exemptions for Motor Carrier Freight, Express, and Baggage Services

DEFINITIONS OF MOTOR CARRIER SERVICES

The requirements lists which follow are set up in three groups—motor carrier freight service, motor carrier express service, and motor carrier baggage service.

By motor carrier freight service is meant motor carrier transportation of property other than by means of motor carrier express or baggage services.

By motor carrier express service is meant motor carrier transportation of property by means of busses other than by means of motor carrier baggage service. (See rule 0.03 for definition of the term "bus".)

By motor carrier baggage service is meant motor carrier transportation of property of passengers checked by them as baggage, by means of busses.

SPECIFICATION CONTAINERS

Containers and markings which are referred to in the "Requirements List" are those for which requirements are given in the "Interstate Commerce Commission Regulations for the Transportation of Explosives and Other Dangerous Articles by Land and Water in Rail, Freight, Express, and Baggage Services, and by Motor Vehicle (Highway), and Water, including Specifications for Shipping Containers", effective January 7, 1941, and amendments thereto.

Specification containers made and maintained in full compliance with corresponding specifications prescribed by the Board of Transport Commissioners for Canada in its Regulations for the Transportation of Explosives and Other Dangerous Articles by Freight, and Specifications for Shipping Containers, and marked in accordance therewith, CRC etc., may be used for shipment of explosives and other dangerous articles.

USE OF OUTSIDE NONSPECIFICATION CONTAINERS

Outside specification shipping containers containing no explosives or corrosive liquids, except as provided for items 326, 328 and 330 in the "Requirements List", may be shipped when tightly packed in specification boxes or barrels or in nonspecification boxes, barrels, or crates complying with governing tariffs. The outside package must be marked with the prescribed name of contents and labeled as required. Packages required by these regulations to be marked "This Side Up" must be packed in the outside package with their filling holes up, and the outside package must be marked "This Side Up." The outside container must also be marked "Inside Packages Comply With Prescribed Specifications" unless the specification markings on the inside packages are visible through openings in the outside package.

REFUSED CONTAINERS

Containers used more than once (refilled and reshaped after having been previously

emptied) must not be accepted for transportation or transported unless:

They are in such condition, including closing devices and cushioning materials, that they will protect their contents during transit as efficiently as new containers. Repairs must be made in an efficient manner and parts that are weak, broken, or otherwise deteriorated must be replaced.

Markings applied as prescribed by the specifications are in a legible condition.

A metal plate, with a reproduction of the prescribed markings plainly stamped thereon, is brazed or soldered, or otherwise securely fastened to the container if, on account of painting or any other reason, the markings are prescribed for any container cannot be kept plain and legible.

Such containers, which have previously been used for the shipment of any explosive or other dangerous article, have old marks of contents, addresses, and labels, if any, thoroughly removed or obliterated.

The following containers cannot be reused under the conditions stated:

Boxes known by the motor carrier to have been previously used for high explosives containing a liquid explosive ingredient must not be again used for shipments of any character.

Kegs known by the motor carrier to have been previously used for any chlorate must not be again used for shipments of any character.

Metal kegs known by the motor carrier to have been previously used for black powder not contained in an interior package must not be again used for shipments of any explosive.

Single-trip containers (containers marked STC) from which contents have once been removed following use for shipment of any article, must not be again used as shipping containers for explosives or other dangerous articles.

CANADIAN AND FOREIGN SHIPMENTS

Shipments to or from Canada of explosives and other dangerous articles which are packed, marked, labeled, and loaded, in conformity with the regulations of the Board of Transport Commissioners for Canada, may be transported from point of entry in the United States to their destination in the United States or through the United States en route to a point in Canada.

Other imported shipments of explosives and other dangerous articles offered in original packages for transportation must comply with all requirements of these regulations. The initial carrier must obtain from the forwarding agent a properly certified shipping order or other shipping paper.

EXPORT SHIPMENTS VIA DOMESTIC TRANSPORTATION

Explosives or other dangerous articles authorized to be exported from the United States when packed, marked, labeled, and described, in accordance with rules and regulations in force at destination ports, must not be accepted for domestic transportation or transported by domestic transportation unless in full accordance with regulations applying to domestic shipments of the same articles subject to these regulations. (See Canadian

Shipments for transportation to and from Canada.)

GENERAL EXEMPTIONS FROM LABELING AND MARKING

Labels are not required on shipments forwarded in truckload quantities when such shipments are to be unloaded by the consignee. This exemption does not apply to class A and class C poisons.

When it is known that subsequent shipments of these packages in less-than-truckload quantities will probably be made by the consignee, labels should be attached to the packages as would be required for less-than-truckload shipments.

Each package of explosives or other dangerous articles must show the name and address of the consignee except truckloads or less-than-truckloads when handled by a motor vehicle not requiring transfer from one motor carrier to another.

ADDITIONAL MARKING REQUIRED OR PERMITTED

Unless otherwise exempted by these regulations, no motor carrier may accept for transportation or transport any class A or class B explosive, blasting caps or electric blasting caps in any quantity, and any other dangerous article requiring labeling as prescribed by these regulations, unless it is certified to him on the shipping order, bill of lading or other shipping paper in the lower left-hand corner the following certificate over the written or stamped facsimile signature of the shipper or his duly authorized agent:

This is to certify that the above articles are properly described by name and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

(See also Rule 7.1042.)

Unless otherwise exempted by these regulations, no motor carrier may accept for transportation or transport any explosive or other dangerous article as defined by these regulations, unless such article is described in the shipping order, bill of lading or other shipping paper by the shipping name used herein and for other than explosives may add a further description not inconsistent therewith. Abbreviations must not be used.

Unless otherwise exempted by these regulations, no motor carrier may accept for transportation or transport any explosive or other dangerous article unless the shipping order, bill of lading, or other shipping paper shows thereon in connection with the entry of the article as prescribed above, the color or kind of label applied, and for motor vehicles containing such articles loaded by the shipper, requiring marking on the motor vehicle, the kind of marking applied to the motor vehicle. (See rule 7.105.)

Additional shipping information not inconsistent with these rules and regulations may be shown on a container of dangerous articles other than explosives if so desired but no such label or marking shall be of a design, or form, or size, as may be confused with the marking required by these regulations.

LABELS FOR MIXED PACKING

Unless otherwise exempted by these regulations, no motor carrier may accept for trans-

portation or transport any explosive or other dangerous article unless the labeling complies with the following requirements:

Red labels only are to be used when red and other labels are prescribed.

White acid labels only (corrosive liquid) are to be used when white acid and yellow or poison labels are prescribed.

Yellow labels only are to be used when yellow and poison labels are prescribed.

LABELS

Labels should be applied to that part of the package bearing consignee's name and address.

Unless otherwise exempted by these regulations, no motor carrier may accept for transportation or transport any explosive or other dangerous article unless the labeling complies with the following requirements:

Labels must not be applied to packages containing articles which are not subject to these regulations.

Other labels must not be used which by their size, shape, and color, may readily be confused with the prescribed standard caution labels.

Labels must conform to the standards as to size, printing, and color. (Samples will be furnished on request, by the Bureau of Explosives, 30 Vesey Street, New York, N. Y.)

A combination diamond-shaped label-tag of proper size and color, bearing on one side the shipping information and on the reverse side the wording prescribed herein, will be permitted.

Carriers must keep on hand an adequate supply of labels. Lost or detached labels must be replaced from information given on revenue or other waybill, manifest, memorandum or other shipping paper.

Table 7.1-3—Index to "Requirements list"

Class of article:	Numbers in "Requirements list"
Forbidden explosives and other dangerous articles for motor carrier freight, express, and, baggage services	1-22
Acceptable explosives and other dangerous articles for motor carrier freight services:	
Dangerous explosives—Class A	26-35
Less dangerous explosives—Class B	36-41
Relatively safe explosives—Class C	42-50
Inflammable liquids	100-184
Inflammable solids and oxidizing materials	200-295
Corrosive liquids	300-346
Compressed gases	350-387
Poisons—Class A	400-420
Poisons—Class B	421-519
Poisons—Class C	520-534
Explosives and other dangerous articles for motor carrier express service	550-622
Explosives and other dangerous articles for motor carrier baggage service	649-683

Appendix 7.1—Table 7.1-3—Requirements List

[Articles designated by asterisks (*) are doubtful articles which may or may not be classified as dangerous articles depending upon whether or not in each several instance they fall within the terms of the definitions in the regulations for each such class of article. If not classed as dangerous, such articles are not subject to the regulations.]

Articles Acceptable for Transportation by Motor Carrier Freight Service

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported: (Containers must bear an I. C. C. specification marking unless listed in this column as "No I. C. C. specification marking" but this does not preclude use of I. C. C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
	CLASS A¹ DANGEROUS EXPLOSIVES—			
26	Ammunition for cannon—marked: "Ammunition for cannon with explosive projectiles," "Ammunition for cannon with incendiary projectiles," or "Ammunition for cannon with smoke projectiles." "Ammunition for small arms with explosive bullets."	No exemption	Wooden or metal containers (no I. C. C. specification marking).	Ammunition for cannon with gas projectiles containing a class A poison must bear a "Poison gas" label.
27	Ammunition material (ammunition-non-explosive)—marked: "Bombs," "sand-loaded" or empty, "Drill cartridges," "Mines, empty," "sand-loaded," "empty," or solid, "Torpedoes, empty," "Ammunition-projectiles, grenades, bombs, mines, and torpedoes marked," "Explosive bomb," "Explosive mine," "Explosive projectile," "Explosive torpedo," "Hand grenades" or "Grenades, hand," "Rifle grenades" or "Grenades, rifle."	No exemption	Wooden or metal containers (no I. C. C. specification marking).	Articles loaded with a poisonous gas or liquid, class A, and an explosive charge, either boxed or unboxed, must also bear a "Poison gas" label.
28	Ammunition material (ammunition-non-explosive)—marked: "Bombs," "sand-loaded" or empty, "Drill cartridges," "Mines, empty," "sand-loaded," "empty," or solid, "Torpedoes, empty," "Ammunition-projectiles, grenades, bombs, mines, and torpedoes marked," "Explosive bomb," "Explosive mine," "Explosive projectile," "Explosive torpedo," "Hand grenades" or "Grenades, hand," "Rifle grenades" or "Grenades, rifle."	Exempt from regulations except that rotating bands should be protected against deformation by method of packing or loading.	Wooden or metal containers (no I. C. C. specification marking).	Articles loaded with a poisonous gas or liquid, class A, and an explosive charge, either boxed or unboxed, must also bear a "Poison gas" label.
29	Ammunition-projectiles, grenades, bombs, mines, and torpedoes marked: "Explosive bomb," "Explosive mine," "Explosive projectile," "Explosive torpedo," "Hand grenades" or "Grenades, hand," "Rifle grenades" or "Grenades, rifle."	No exemption	Metal or wooden boxes (no I. C. C. specification marking) except that explosive bombs, mines, projectiles, or torpedoes exceeding 90 pounds in weight each may be shipped without being boxed only by, for, or to the War or Navy Department of the United States Government.	Articles loaded with a poisonous gas or liquid, class A, and an explosive charge, either boxed or unboxed, must also bear a "Poison gas" label.

¹ See rule 7.1073 for regulations governing transportation of explosives and other dangerous articles on busses. Where article is permitted to be transported in a tank motor vehicle, for the particular type of tank motor vehicle which may be used see: rules 7.311 for inflammable liquids; 7.511 for corrosive liquids; 7.611 for compressed gases; and 7.711 for poisons.

² Samples of explosives and new explosives, including fireworks and explosive devices, except liquid nitroglycerin, may be transported, provided they do not exceed 5 pounds net. The package shall be marked and described by the name of the most dangerous explosive included.

Articles Forbidden for Transportation by Motor Carrier, Freight, Express, or Baggage Service

No.	Name of article	Exemptions
	EXPLOSIVES	
1	Compositions, that ignite spontaneously or decompose under laboratory test.	Properly packed samples for laboratory examination may be shipped.
2	Containing an ammonium salt and a chlorate	
3	Condemned by the Bureau of Explosives	
4	Dynamite, except gelatin dynamite, containing over 60% liquid explosive ingredient, or dynamite which has unsatisfactory results when used as a component of blasting caps, detonators, and primers.	
5	Initiating	
6	Leaking or damaged packages	
7	New explosives	See rule 7.109 for packages damaged in transit. New explosives, including fireworks and explosive devices, must be examined and approved by the Bureau of Explosives before being offered for shipment except that samples of not to exceed 5 pounds may be accepted for transportation for laboratory examination by the Bureau of Explosives if packed, marked, and described as required by these regulations for the contents of the package.
	FIREWORKS AND TOY CAPS	
8	Combining an ammonium salt and a chlorate	
9	Combining an explosive and a detonator or blasting cap.	
10	Condemned by the Bureau of Explosives	
11	Containing yellow or white phosphorus	
12	Fireworks or fireworks compositions that ignite spontaneously at 180° centigrade or below, or that are subjected for 48 consecutive hours to a temperature of 75° C. of which exceed 12 grains weight in each.	
13	Firecrackers, flash crackers, salutes, explosive contents of which exceed 12 grains weight in each.	
14	Explosible on mass	
15	Fuses, sparklers, etc., with match tip or similar igniting device which do not have the igniting device securely protected.	
16	Toy caps containing an average of more than 25/100th grain of explosive composition per cap.	
17	Toy torpedoes: Maximum outside diameter exceeding 3/4 inch; or containing over 4 grains of potassium chlorate, black antimony, and sulfur; or containing a cap composed of over 1/2 grains of red phosphorus and potassium chlorate	May be shipped as a high explosive.
	OTHER DANGEROUS ARTICLES	
18	Acid carboys, empty, unless thoroughly (completely) drained.	
19	Cylinders containing gases capable of combining chemically.	
20	Mixtures of any kind which ignite spontaneously when subjected for 8 consecutive hours to a temperature of 200° F. in a properly conducted laboratory test.	
21	Matches, strike-anywhere, when packed with any other article.	
22	Outside packages containing, in the same compartment, interior packages the mixture of the contents of which would be liable to cause a dangerous evolution of heat, gas, or corrosive materials.	

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated, the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported ¹ (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking," but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
	DANGEROUS EXPLOSIVES—CLASS A—continued			
30	Black powder and low explosives—marked: "Black powder" or "Low explosives" and may also show "Blasting," "Rifle," etc. as "Black blasting powder" "Black rifle powder" "Low blasting explosive," or "Black pellet powder." Blasting caps—more than 1,000—marked: (number) Blasting caps—handle carefully (number) Electric blasting caps—handle carefully (number) Blasting caps with safety fuse—handle carefully Detonating fuzes and boosters—marked: "Detonating fuzes—handle carefully," or "Boosters (explosive)—handle carefully." High explosives—marked: "High explosives—dangerous."	No exemption	Fiberboard boxes. Metal kegs or metal kegs with handles wrapped in burlap, canvas, or similar material. Wooden barrels, boxes, or kegs.	"This side up" for boxes with inside containers of over certain capacity.
31	Blasting caps—more than 1,000—marked: (number) Blasting caps—handle carefully (number) Electric blasting caps—handle carefully (number) Blasting caps with safety fuse—handle carefully Detonating fuzes and boosters—marked: "Detonating fuzes—handle carefully," or "Boosters (explosive)—handle carefully." High explosives—marked: "High explosives—dangerous."	No exemption	Wooden boxes	"Do not store or load with any high explosive."
32	Detonating fuzes and boosters—marked: "Detonating fuzes—handle carefully," or "Boosters (explosive)—handle carefully." High explosives—marked: "High explosives—dangerous."	No exemption	Wooden boxes (no I.C.C. specification marking).	"Do not store or load with any high explosive."
33	High explosives—marked: "High explosives—dangerous."	Certain high explosives (ammonium picrate, dry; picric acid, dry; picric acid, dry; trinitrobenzene, dry; and trinitrotoluene, dry) in quantities not exceeding 4 ounces in one outside package may be shipped as follows, without other restrictions when in secondary closed glass bottles properly cushioned in a fiber carton. Picrate of ammonia, wet and picric acid, wet in quantities not exceeding 16 ounces in one outside package may be shipped as drugs, medicines, or chemicals without other restrictions when in a glass bottle inclosed in a fiber carton.	Fiber drums. Fiberboard boxes. Wooden barrels, boxes, or kegs. Ammonium picrate, nitroresorcinol, and trinitroresorcinol, and trinitrotoluene, all dry, must not be shipped in fiberboard boxes.	If explosive contains a liquid ingredient it must also be marked: "This side up."

No. 4—4

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated, the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported ¹ (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking," but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
	DANGEROUS EXPLOSIVES—CLASS A—continued			
34	Initiating explosives—marked: "Initiating explosive—dangerous—do not store or load with any high explosive." "Nitroglycerin, liquid," or as "Liquid nitroglycerin."	No exemption	Metal barrels or drums. Wooden barrels or kegs.	Also picric acid, wet in quantities not exceeding 16 pounds in one outside package may be shipped as an inflammable solid. (See under Trinitrobenzene, wet and trinitrotoluene, wet in quantities not exceeding 16 ounces in one outside package may be shipped as drugs, medicines, or chemicals without other restrictions when in a glass bottle inclosed in a fiber carton.) No exemption if in a dry condition these explosives are forbidden for transportation except as a component part of manufactured articles. No exemption
35	"Nitroglycerin, liquid," or as "Liquid nitroglycerin."	No exemption	May not be carried by common carriers; must be transported in specially designed vehicles; see rule 7.2113 of these regulations.	
36	Ammunition for cannon with empty projectiles—marked: "Ammunition for cannon with empty projectiles." "Ammunition for cannon with sand-loaded projectiles." "Ammunition for cannon with solid projectiles" or "Ammunition for cannon without projectiles."	No exemption	Metal or wooden containers (no I.C.C. specification marking).	

¹ Samples of explosives and new explosives, including fireworks and explosive devices, may be transported, provided they do not exceed 5 pounds net. The package shall be marked and described by the name of the most dangerous explosive included.

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be billed and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I. C. C. specification marking unless listed in this column as "No I. C. C. specification marking" but this does not preclude use of I. C. C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
	LESS DANGEROUS EXPLOSIVES— CLASS B—continued			
37	Fireworks—marked: "Fireworks—handle carefully—keep fire away" and in addition toy torpedoes must be marked: "Toy torpedoes." NOTE. In the third column, there is given separately a list of special packing requirements for certain types of fireworks. It is not required that shipments of these particular kinds of fireworks bear the name given in addition to the required marking on all packages of fireworks which is indicated above. NOTE. For fireworks forbidden for all transportation see items 8-17 inc. For transportation by motor carrier express services, see item 602.	No exemption	Fireworks except as otherwise authorized: Fiberboard boxes (not permitted for illuminating projectiles, toy torpedoes, railway torpedoes, aeroplane flares, and fireworks shells or fireworks bombs of which the mortar or firing device is not an integral part). Wooden barrels or boxes Fireworks for which special packing is required: Firecrackers, Chinese: Fiberboard boxes. Wooden barrels or boxes. Fiberboard boxes and wooden boxes (no I. C. C. specification marking required) covered with strong matting. Fireworks explicable en masse to be shipped as a high explosive. Flash or spreader cartridges: Fiberboard boxes. Wooden boxes. Flash sheets: Fiberboard boxes. Wooden boxes. Photographic flash powder: Fiberboard boxes. Wooden boxes. Railway fuses, flares or highway signals: Fiberboard boxes. Fiberboard tubes. Wooden boxes. Railway torpedoes (black torpedoes): Wooden boxes. Toy torpedoes: Wooden boxes.	Required label and marking on outside package (In addition to name listed in first column)
38	"Smokeless powder for cannon."	No exemption	Metal kegs. Wooden barrels or kegs. Metal containers (no I. C. C. specification marking). Wooden boxes (no I. C. C. specification marking). Metal barrels or drums. Wooden barrels, boxes, or kegs.	
39	"Smokeless powder for cannon in water."	No exemption		

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be billed and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I. C. C. specification marking unless listed in this column as "No I. C. C. specification marking" but this does not preclude use of I. C. C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
	LESS DANGEROUS EXPLOSIVES— CLASS B—continued			
40	"Smokeless powder for small arms."	Fire-extinguisher charges containing not to exceed 50 pounds of smokeless powder per unit are exempt from these regulations. No exemption.	Fiberboard boxes. Metal kegs. Wooden barrels, boxes, or kegs.	
41	"Smokeless powder for small arms in water."	No exemption	Metal barrels or drums. Wooden barrels, boxes, or kegs.	
42	RELATIVELY SAFE EXPLOSIVES— CLASS C⁴ Blasting caps—1,000 or less—marked: "(Number) Blasting caps—handle carefully." "(Number) Electric blasting caps—handle carefully," or "(Number) Blasting caps with safety fuse—handle carefully." Cordless detonant—marked: "Cordless detonant—handle carefully."	No exemption	Wooden boxes	"Do not store or load with any high explosive."
43	Cordless detonant—marked: "Cordless detonant—handle carefully."	No exemption	Fiberboard boxes. Wooden barrels or boxes (no I. C. C. specification marking for any containers).	
44	"Fuse, safety" or as "Safety fuse"	No exemption No restrictions other than proper shipping name, packing, and marking.	Bales. Fiberboard boxes. Metal containers. Wooden barrels or boxes (no I. C. C. specification marking for any containers).	"Handle carefully."
45	Fuses—marked: "Combination fuses" "Percussion fuses" "Time fuses" "Tracer fuses."	No restrictions other than proper description, packing, and marking.	Wooden boxes (no I. C. C. specification marking).	
46	Igniters—marked: "Black powder igniters with empty cartridge bags" or as "Cartridge bags, empty, with black powder igniters" "Delay electric igniters" "Electric squibs" "Fuse igniters" "Fuse lighters" "Safety squibs" "Instantaneous fuse"	No exemption	Fiberboard boxes. Metal barrels or drums. Wooden barrels, boxes, or drums (no I. C. C. specification marking required for any containers).	
47		No exemption	Wooden boxes or barrels (no I. C. C. specification marking).	

⁴ Samples of explosives and new explosives, including explosive devices, may be transported, provided they do not exceed 5 pounds net. The package shall be marked and described by the name of the most dangerous explosive included.

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name	Exemptions (See also under "Required Label and marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I. C. C. specification marking unless listed in this column as "No I. C. C. specification marking," but this does not preclude use of I. C. C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
	RELATIVELY SAFE EXPLOSIVES— CLASS C—continued			
48	Primers—marked: "Cannon primers" "Cartridge cases, empty, primed" or "Empty cartridge cases, primed" "Combination primers" "Grenades, empty, primed" "Ferguson caps" "Small-arms primers" "Small-arms ammunition" and also with "Tear gas" if package contains tear gas material.	No restrictions other than proper shipping name, packing, and marking.	Wooden boxes (no I. C. C. specification marking).	"Handle carefully."
49	"Small-arms ammunition" and also with "Tear gas" if package contains tear gas material.	No restrictions other than proper description, packing, and labeling if required.	Fiberboard boxes Metal containers. Wooden boxes (no I. C. C. specification marking required for any container).	"Tear gas" label if package contains tear gas material.
50	Toy caps—marked: "Toy caps—handle carefully"	No exemption.	Fiberboard boxes Wooden boxes.	
	INFLAMMABLE LIQUIDS			
100	Inflammable liquids named in these regulations and having the same packing and marking requirements to be packed and described as "Acetaldehyde," or as "Ethyl aldehyde," or as both.	Exempt from packing and labeling requirements if: In inside glass or earthenware containers not over 1 pint or 16 ounces by weight each, or inside metal containers not over 1 quart capacity each, packed in strong outside containers.	Carboys. Cylinders (except acetylene cylinders). Fiber drums. Fiberboard boxes. Metal barrels or drums. Wooden barrels, boxes or kegs.	Red label and "This side up" for all packages with outside containers of 1 quart or over, except when packed in carboys not completely boxed.
101	"Acetone"			
102	"Acetone oils"			
103	"Acrylonitrile"			
104	"Amyl acetate"			
105	"Amyl nitrite"			
106	"And-1 freeze liquid"			
107	"Benzene," or as "Benzol," or as both			
108	"Benzine"			
109	"Box toe gum"			
110	"Carbon remover, liquid"			
111	"Cement, liquid, n. o. s."			
112	"Cement, roding, liquid."			
113	"Chlorobenzol," or as "Chlorobenzene"			
114	"Chlorobenzol" "Chlorobenzene" "Monochlorobenzol" "Monochlorobenzene" "Monochlorobenzol."			
115	"Cleaning fluid," or as "Cleaning liquid"			
116	"Coal tar distillate"			
117	"Coal tar light oil"			
118	"Coal tar naphtha"			
119	"Coal tar oil"			
120	"Colodion"			
121	"Colodion spirits (alcohol)"			
122	"Columbian spirits (wood alcohol)"			

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column under "I.C.C. specification marking," but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
	INFLAMMABLE LIQUIDS—CON.			
122	"Compounds, cleaning, liquid"			
124	"Compounds, typecleaning liquid"			
125	"Compounds, vulcanizing liquid"			
126	"Crotonaldehyde"			
127	"Cresol oil, petroleum" or as "Cresol, crude"			
128	"Dichlorobenzene"			
129	"Dimethylamine"			
130	"Dimethyl sulfide"			
131	"Distillate"			
132	"Dressing, leather"			
133	"Drugs," "Chemicals," "Medicines" or "Cosmetics," "n.o.s."			
134	"Eradicators," "paint," or "grease," liquid"			
135	"Ether," or as "Ether, ethyl (sulphuric)"			
136	"Ethyl acetate"			
137	"Ethylene dichloride"			
138	"Ethyl methyl ether"			
139	"Ethyl methyl ketone"			
140	"Ethyl nitrate" or as "Nitric ether" or as both			
141	"Ethyl nitrate" or as both			
142	"F. Nitrous ether," or as both			
143	"F. Extracts, liquid, flavoring"			
144	"Gasolins, hydrocarbon"			
145	"Inflammable liquid, n.o.s."			
146	"Ink"			
147	"Insecticide, liquid (vermin exterminator)"			
148	"Isopropanol"			
149	"Leather bleach"			
150	"Methyl acetate"			
151	"Methyl acetone"			
152	"Methyl formate"			
153	"Motor fuel, n.o.s."			
154	"Naphtha"			
155	"Naphtha distillate"			
156	"Naphtha, solvent"			
157	"Oil," marked: "Oil," "Oil, n. o. s.", "Petroleum oil," or "Petroleum oil, n. o. s."			
158	"Pentane"			
159	"Petroleum distillate"			
160	"Petroleum ether"			
161	"Petroleum naphtha" or as "Naphtha, petroleum"			
162	"Pyridine"			
163	"Pyrexlin solution"			
164	"Pyroxylin solvent, n. o. s."			
165	"Rum, denatured"			
166	"Solvents, n. o. s."			
167	"Toluol" or as "Toluene" or as both			
168	"Turpentine substitutes"			

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks, unless otherwise marked; and the package must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking" but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
169	INFLAMMABLE LIQUIDS—CON. "Xylol" or as "Xylene" or as both. Inflammable liquids named in these regulations and differing in packing and marking requirements from those listed above to be packed and marked as follows: "Alcohol or alcohol, n. o. s." or as "Alcohol, butyl" "Alcohol, denatured" "Alcohol, ethyl" "Alcohol, propyl" "Alcohol, tertiary" "Alcohol, wood (methanol)" or as "Butyl alcohol" "Ethyl alcohol" "Methanol (methyl alcohol)"	Same as for items 100 to 169.	Same as for items 100 to 169.	Red label and "This side up" for all packages with inside containers of 1 quart or over except when packed in carboys not completely boxed.
170				
171	"Automobiles", "Motorcycles", "Tractors", or other self-propelled vehicles properly marked, equipped with acetylene gas cylinders or gasoline or other fuel tanks, are securely closed. No exemption.	Exempt from specification packing and labeling if acetylene gas cylinders or gasoline or other fuel tanks are securely closed. No exemption.	Same as for items 100 to 169.	Red label and "This side up" for all packages with inside containers of 1 quart or over except when packed in carboys not completely boxed.
172	"Carbon, bisulfide" or as both	No exemption.	Fiberboard boxes. Metal barrels or drums. Wooden barrels, boxes, or kegs. Tank motor vehicles. Must be loaded only if with filling and vent holes properly closed.	Same as item 170.
173	Empty containers formerly containing inflammable liquids—marked: "Empty barrels" "Empty casks" "Empty carboys" "Empty cylinders" "Empty drums" "Empty kegs" "Ethyl chloride"	No exemption.	Cylinders (except acetylene cylinders). Fiberboard boxes. Metal barrels or drums. Wooden barrels, boxes, or kegs. Tank motor vehicles.	Same as item 170.
174				
175	"Ethylene oxide"	No exemption.	Cylinders (except acetylene cylinders). Fiberboard boxes. Metal barrels or drums. Wooden barrels, boxes, or kegs. Tank motor vehicles.	Same as item 170.
176	"Machines" or "Apparatus" or as both or as "Refrigerating machines"	Exempt from specification packing and labeling requirements if shipped assembled and containing not over 15 pounds of an inflammable liquid. No exemption.	Cylinders (except acetylene cylinders). Fiberboard boxes. Metal barrels or drums. Wooden barrels, boxes, or kegs. Tank motor vehicles.	Red.
177	"Nickel carbonyl"	No exemption.	Cylinders (except acetylene cylinders).	Red.

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No.	Class and name (Package must be shipped under name listed in quotation marks, unless otherwise marked; and the package must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking" but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
178	INFLAMMABLE LIQUIDS—CON. "Paint", "enamel", "lacquer", "stain", "shellac", "varnish", "glue", "wood filler", "liquid", and "quaker base", liquid, and "thinning", "reducing", and "removing" compounds, "liquid", therefor, and "driers, liquid", therefor to be marked according to appropriate word or words given above; and in addition the following articles marked: "Compounds, enamel" "Mortar stain, liquid" "Shellac, liquid" "Polishes", "metal", "stove", "furniture", and "wood", "liquid", and also "Compounds, polishing, liquid"	Exempt from specification packing and labeling requirements if in glass or earthenware containers of not over 1 quart capacity each, or metal containers not over 5 gallons capacity each, packed in strong outside containers.	Same as items 100 to 169.	Same as item 170.
179	"Polishes", "metal", "stove", "furniture", and "wood", "liquid", and also "Compounds, polishing, liquid"	Exempt from specification packing and labeling requirements if in glass or earthenware containers of not over 1 quart capacity each, or metal containers not over 5 gallons capacity each, packed in strong outside containers.	Same as items 100 to 169.	Same as item 170.
180	"Road asphalt, liquid" or as: "Tar", liquid "Asphalt, cut-back" "Rubber cement", or as "Cement, rubber" "Spirits of nitrolycerin" or as "Nitrolycerin, spirits of" "Wet nitrocellulose" "Collodion cotton" "Solvent", or as "Lacquer base" or "Lacquer chips" "Plastic", "wet with" "alcohol" or "solvent" "Zinc ethyl"	Same as items 100 to 169.	Same as items 100 to 169.	Same as item 170.
181				
182				
183				
184	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS Inflammable solids and oxidizing materials named in these regulations and having the same packing and marking requirements to be packed and marked as follows: "Ammonium bichromate" (O. M.)	No exemption.	Cylinders (except acetylene cylinders). Fiberboard boxes. Metal barrels or drums. Wooden barrels, boxes, or kegs.	Red.
200		Exempt from packing and labeling re-	Fiber drums. Fiberboard boxes.	Yellow.

Inflammable solids are designated by (I. S.): oxidizing materials by (O. M.)

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks, unless otherwise indicated the article must be billed and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking," but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—CON.			
223	"Zinc permanganate" (O. M.) Inflammable solids and oxidizing materials whose packing and marking requirements differ from those listed above to be packed and marked as follows: "Bags, nitrate of soda, empty and unwashed" or as "Nitrate of soda bags, empty, unwashed" (I. S.)	No exemption	Wooden boxes or barrels Truckload lots, if loaded by consignor and to be unloaded by consignee, either loose or baled, if the vehicle is lined with paper and provision is made to prevent the entrance of sparks	Yellow.
224	"Calcium chloride" (O. M.) "Calcium phosphide" (I. S.) "Benzoyl peroxide" (I. S.) "Burnt cotton" (not replecked) or as "Cotton, burnt" and also marked "Yellow label" (I. S.)	Same as items 200 to 223. No exemption If the burnt cotton is picked and baled, the separated cotton is not classed as a dangerous article and is not subject to regulation.	Metal barrels or drums Wooden boxes Wooden barrels No specification containers required. Burnt cotton, if not replecked, must not be transported until not less than 10 days have elapsed since the last evidence of fire in it.	Yellow. Yellow. Yellow.
225	"Calcium chlorite" (O. M.) "Calcium phosphide" (I. S.)	No exemption	Wooden boxes Wooden barrels or drums	Yellow.
226	Charcoal—marked: "Charcoal, activated" "Charcoal, animal" "Charcoal, bone" "Charcoal, briquettes" or "briquettes" "Charcoal screenings" (made from pinion wood) "Charcoal, lump" (made by old kiln or pit method)	Exempt from specification marking and labeling requirements. Charcoal screenings, wet, charcoal, wet; coal briquettes, hot; and coke, hot are forbidden for transportation.	Wooden boxes Wooden barrels or drums Wooden boxes	Yellow.
227	"Charcoal, shell" (I. S.) (made from coconut or walnut shells, corn cobs, pease pits, and similar materials) Charcoal, wood (I. S.) (except charcoal screenings) to be shipped as lump, screenings, etc.	Exempt from specification marking and labeling requirements when packed in boxes or barrels (no I. C. C. specification marking) or in bags (no I. C. C. specification marking) for less-than-truckload shipments of not over 2,000 pounds.	Bags, barrels, or boxes (no I. C. C. specification marking).	
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229				
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232				

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks, unless otherwise indicated the article must be billed and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking," but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—CON.			
201	"Ammonium perchlorate" or as "Perchlorate of Ammonium" (O. M.)	Requirements: In inner containers not over 1 lb. net weight each in outside containers not exceeding 25 lb. net weight each.	Metal barrels or drums, plywood drums, wooden barrels, boxes, or kegs.	
202	"Ammonium permanganate" (O. M.)			
203	"Barium perchlorate" (O. M.)			
204	"Barium permanganate" (O. M.)			
205	"Calcium, metallic" (I. S.)			
206	"Calcium permanganate" (O. M.)			
207	"Calcium peroxide" (O. M.)			
208	"Drugs", "Chemicals", "Medicines", or "Cosmetics", "n. o. s." (I. S. or O. M.)			
209	"Inflammable solids, n. o. s." (I. S.) or "Oxidizing materials, n. o. s." (O. M.)			
210	"Magnesium, metallic, powdered" (I. S.)			
211	"Magnesium perchlorate" (O. M.)			
212	"Magnesium peroxide, solid" (O. M.)			
213	"Perchlorates, n. o. s." (O. M.)			
214	"Permanganate of potash" or as "Potassium permanganate" (O. M.)			
215	"Permanganates, n. o. s." (O. M.)			
216	"Potassium bromate" (O. M.)			
217	"Potassium perchlorate" or as "Perchlorate of potash" (O. M.)			
218	"Potassium peroxide" (O. M.)			
219	"Sodium nitrate" or as "Nitrate of sodium" or "Nitrite of soda" (O. M.)			
220	"Sodium permanganate" or as "Permanganate of soda" (O. M.)			
221	"Trinitrobenzene, wet (not to exceed 16 ounces)" (I. S.) (may be shipped as drug, chemical, or medicine)			
222	"Trinitrotoluene, wet (not to exceed 16 ounces)" (I. S.) (may be shipped as drug, chemical, or medicine)			

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223	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—CON. "Charcoal, wood lump" (I. S.) (dry and free from screenings and brands; not made by pit or kiln method)	No exemption	Bags, barrels, or boxes (no I. C. C. specification marking). Bulk in motor vehicles (vehicle to be swept before loading and if contained lime it must be thoroughly cleaned).	Yellow.
224	"Charcoal, wood screenings" (I. S.) (dry and free from screenings and brands; not made by pit or kiln method)	No exemption	Cotton or jute bags (no I. C. C. specification marking). Fiberboard boxes. Plywood drums.	Yellow.
225	"Chlorates, n. o. s., wet" (I. S.) (dry and free from screenings and brands; not made by pit or kiln method)	Exempt from all regulation if made by kiln or pit method and packed in tight containers prior to transportation or grinding.	Same as items 200 to 223.	Yellow.
226	Chlorates—marked: "Barium chlorate" "Calcium chlorate" "Chlorates, n. o. s., wet" "Chlorates of potash" or as "Chlorate of potash" "Chlorate of soda" "Sodium chlorate" "Strontium chlorate" "Zinc chlorate" (all O. M.)	Same as items 200 to 223.	Metal barrels or drums. Unless stored for at least 6 days after grinding must be shipped in tight metal containers or tight motor vehicles, except that coal, ground bituminous, which has been dried by heating before grinding must be packed in hermetically sealed metal-lined wooden boxes or airtight metal containers (no I. C. C. specification marking for motor vehicles). Wooden boxes.	Yellow.
227	"Chromic acid" (O. M.)	No exemption	Same as items 200 to 223.	Yellow.
228	"Coal", "ground bituminous", "sea coal", "coal facings", etc. (I. S.)	No exemption	Same as items 200 to 223.	Yellow.
229	"Cobalt resinates, precipitated" or as "Resinate of cobalt, waste, oily" (I. S.)	No exemption	Same as items 200 to 223.	Yellow.
230	"Cotton waste, oily" (with more than 5% of animal or vegetable oil) (I. S.)	No exemption	Same as items 200 to 223.	Yellow.

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No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated, the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking" but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
241	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—CON. "Fiber, burnt" or as "Burnt fiber" (I. S.)	No exemption	Hermetically sealed metal-lined wooden boxes or airtight metal containers (no I. C. C. specification number).	Yellow.
242	"Fibers" or "fabrics", "with animal or vegetable oil" (I. S.)	No exemption	Hermetically sealed metal-lined wooden boxes or airtight metal containers (no I. C. C. specification marking).	Yellow.
243	"Fish scrap" or "Fish meal" (I. S.)	No exemption	Airtight metal containers (no I. C. C. specification marking).	Yellow.
244	"Fumigants" (I. S.) or (O. M.)	Oxidizing or other materials in quantities not exceeding 4 ounces, in securely closed metal cans, packed in the same compartment with other securely packed materials necessary for a complete fumigant, are acceptable for transportation.		
245	"Hair, wet" or as "Wet hair" (I. S.)	No exemption	In open motor vehicles with metal bodies.	Yellow.
246	"Iron mass, spent" or as "Spent iron mass" "Spent iron sponge" or as "Spent oxide" or as "Oxide, spent" (all I. S.)	No exemption	Open motor vehicles with steel bodies.	Yellow.
247	"Iron sponges" (not properly oxidized) (I. S.)	No exemption	Hermetically sealed metal-lined wooden boxes or airtight metal containers (no I. C. C. specification marking).	Yellow.
248	"Lacquer base, or lacquer chips, dry" (I. S.)	Same as for items 200 to 223.	Metal barrels or drums.	Yellow.
249	"Matches, strike-anywhere" or as "Strike-anywhere matches" (I. S.)	No exemption	Wooden boxes. Fiberboard boxes.	Yellow and also "Strike-anywhere matches," anywhere matches.
250	"Matches", "book", "card", or "strike-on-box" (with other articles) or as "Strike-on-box matches", "Book matches" or "Card matches" (I. S.)	Exempt from specification marking and labeling requirements if in outside containers enclosing inner cardboard or fiberboard containers or if securely wrapped and packed.		Also name of the importer, distributor, or manufacturer and the brand or trademark in English. Mark in English: "Strike-on-box matches" or "Card matches" as the case may be.

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks, unless otherwise indicated; the article must be billed and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I. C. C. specification marking unless listed in this column as "No I. C. C. specification marking" but this does not preclude use of I. C. C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
251	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—CON. "Motion-picture film," and "X-ray film" (nitrocellulose base, including mixed shipments with non-inflammable film; exposed or processed; positive or negative) (I. S.).	No exemption.	Fiberboard boxes. Metal cases or trunks. Wooden boxes.	Yellow. Advertising matter must not be attached to outside of container.
252	"Motion-picture film, old and worn out" (nitrocellulose) (I. S.).	No exemption.	Metal barrels, boxes, or drums. Wooden boxes.	Yellow.
253	"Motion-picture film, toy" (nitrocellulose) (I. S.).	No exemption.	Wooden boxes.	Yellow.
254	"Motion-picture film, unexposed" (nitrocellulose) and "X-Ray film, unexposed" (I. S.).	Exempt from specification marking and labeling requirements.		
255	"Motion-picture film, toy (slow-burning)" (I. S.).	Exempt from packaging and labeling requirements.		
256	"Motion-picture film, unexposed (slow-burning)" and "X-Ray film" (slow-burning) (I. S.).	Exempt from packaging and labeling requirements.		
257	"Motion-picture film, old and worn out (slow-burning)" (I. S.).	Exempt from packaging and labeling requirements.		
258	"Motion-picture film," or "X-Ray film" (processed, positive or negative, slow-burning) (I. S.).	Exempt from packaging and labeling requirements.		
259	"Motion-picture film, scrap (slow-burning)" or "X-ray film scrap (slow-burning)" (I. S.).	Exempt from packaging and labeling requirements.		
260	"Motion-picture film, toy pieces" (nitrocellulose) (I. S.).	Exempt from packaging and labeling requirements if in a tightly-closed metal box, (no I. C. C. specification marking required).		
261	"Motion-picture outfits, toy" (I. S.).	Exempt from packaging and labeling requirements if film is in metal can or box enclosed in a wooden box and this box enclosed in a fiberboard, straw-board or wooden box, (no I. C. C. specification marking required).		

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks, unless otherwise indicated; the article must be billed and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I. C. C. specification marking unless listed in this column as "No I. C. C. specification marking" but this does not preclude use of I. C. C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
262	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—CON. Nitrites marked: "Ammonium nitrate" or as "Nitrate of Ammonia" "Barium nitrate" or as "Nitrate of barium" "Calcium nitrate" or as "Lead nitrate" or as "Magnesium nitrate" "Nitrate of aluminum" or as "Aluminum nitrate" "Nitrates, n. o. s." "Nitro carb nitrate" or as "Fossilium nitrate" or as "Saltpeter", "potash" or "Saltpetre" "Sodium nitrate" or as "Nitrate of soda" or as "Saltpeter, Chile" or as "Strontium nitrate" or as "Nitrate of strontia" "Zinc nitrate" (all O. M.) "Paper stock, wet" or as "Wet paper stock" (I. S.).	Exempt from specification packaging and labeling requirements if in: Fiberboard boxes Metal cans or drums Wooden boxes, kegs, or barrels And in addition: Calcium nitrate and ammonium nitrate in bags (no I. C. C. specification marking required)	Bags (No I. C. C. specification marking). Bulk in tight motor vehicles, closed or covered.	Yellow.
263	"Paper stock, wet" or as "Wet paper stock" (I. S.).	No exemption.	Air-tight metal containers. Hermetically sealed metal-lined wooden boxes (no I. C. C. specification marking).	Yellow.
264	"Paper waste, wet" or as "Waste paper, wet" (I. S.).	No exemption.	Hermetically sealed metal-lined wooden boxes (no I. C. C. specification marking).	Yellow.
265	"Peroxide of sodium" or as "Sodium peroxide" (O. M.).	No exemption.	Metal barrels or drums. Wooden barrels, boxes, or kegs.	Yellow.
266	"Phosphoric anhydride" (I. S.).	No exemption.	Metal barrels or drums. Wooden barrels, boxes, or kegs.	Yellow.
267	"Phosphorus, amorphous, red" (I. S.).	No exemption.	Wooden boxes.	Yellow.
268	"Phosphorus" "white" or "yellow", "dry" (I. S.).	No exemption.	Metal barrels or drums. In projectiles or bombs when shipped by, for, or to the War or Navy Departments of the United States Government without bursting elements.	Yellow.
269	"Phosphorus" "white" or "yellow", "in water" (I. S.).	No exemption.	Metal barrels or drums. Wooden boxes.	Yellow.
270	"Phosphorus pentachloride" (I. S.).	No exemption.	Metal jacketed lead canisters. Wooden barrels, boxes, or kegs.	Yellow.

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be billed and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking" but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
271	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—CON. "Picric acid, wet with not less than 10% water" (I. S.) "Potassium persulfate, in excess of 16 ounces but not exceeding 25 pounds" (O. M.).	No exemption except that if in quantity not exceeding 16 ounces in one outside package, it may be shipped as a drug, medicine, or chemical with no other restrictions than the packing restriction as noted. See High Explosives for outside packages of over 25 pounds.	Wooden boxes.	Yellow.
272	Plastic and film scrap to be marked: "Photographic film scrap," "Motion-picture film scrap" (nitrocellulose) (other than samples). "Pyroxylin plastic scrap," "X-ray film scrap" (nitrocellulose base) (other than samples) (all I. S.). "Potassium metallic" or as "Metallic potassium" (I. S.). "Potassium sulfide" or as "Sulfide of potassium" (I. S.).	No exemption.	Metal barrels or drums. Wooden barrels, boxes, or kegs.	Yellow.
273	"Potassium metallic" or as "Metallic potassium" (I. S.).	No exemption.	Metal barrels or drums.	Yellow.
274	"Potassium sulfide" or as "Sulfide of potassium" (I. S.).	Same as items 200 to 223 and in addition if in crystallized form this material is not subject to these regulations. Exempt from regulation.	Metal barrels or drums. Fiberboard boxes. Metal barrels or drums. Wooden boxes.	Yellow.
275	"Pyroxylin plastics," "rods," "sheets," "rolls," "tubes," (I. S.).	No exemption.	Air-tight metal containers. Hermetically sealed metal-lined wooden boxes (no I. C. C. specification marking).	Yellow.
276	"Rags, oily" (I. S.).	No exemption.	Air-tight metal containers. Hermetically sealed metal-lined wooden boxes (no I. C. C. specification marking).	Yellow.
277	"Rags, wet" or as "Wet rags" (I. S.).	No exemption.	Air-tight metal containers. Hermetically sealed metal-lined wooden boxes (no I. C. C. specification marking).	Yellow.
278	"Rubber scrap" or "Rubber buffings," ground (I. S.).	Same as items 200 to 223.	Metal barrels or drums.	Yellow.
279	"Rubber shoddy," "regenerated rubber," or "reclaimed rubber" (I. S.).	Same as items 200 to 223 and in addition if in dense sheets one-eighth inch thick or greater, packed flat or in rolls the material is nonhazardous and is not subject to these regulations.	Metal barrels or drums. Wooden boxes.	Yellow.
280	"Sodium chlorite" (O. M.).	No exemption.	Metal barrels or drums.	Yellow.
281	"Sodium hydrosulfite" (I. S.).	Same as items 200 to 223.	Metal barrels or drums. Fiberboard boxes. Metal barrels or drums. Plywood drums. Wooden barrels, boxes, or kegs.	Yellow.
282	"Sodium, metallic" or as "Metallic sodium" (I. S.).	No exemption.	Metal barrels or drums. Wooden boxes.	Yellow.

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be billed and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking" but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
283	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—CON. "Sodium picramate wet with 20% of water" (I. S.).	No exemption.	Wooden barrels, boxes, or kegs.	Yellow.
284	"Sodium sulfide" (I. S.).	Same as items 200 to 223 and in addition fused in one solid mass or crystallized, this material is not subject to these regulations.	Fiberboard boxes. Metal barrels or drums. Wooden boxes.	Yellow.
285	Tankages—marked: "Garbage tankage" (containing less than 5 percent of moisture) or as "Tankage," "Fertilizer tankage" and also as "Tankage fertilizers" (all I. S.). "Tankages, rough ammoniate," or as "Rough ammoniate tankages" (I. S.).	No exemption.	Air-tight metal containers. Hermetically sealed metal-lined wooden boxes (no I. C. C. specification marking).	Yellow.
286	"Textile, waste, wet" or as "Wet textile waste" or "Waste, textile, wet" (I. S.).	No exemption.	Air-tight metal containers. Hermetically sealed metal-lined wooden boxes (no I. C. C. specification marking).	Yellow.
287	"Waste wool, wet" or as "Wet waste wool" (I. S.).	No exemption.	Air-tight metal containers. Hermetically sealed metal-lined wooden boxes (no I. C. C. specification marking).	Yellow.
288	"Wet waste wool" (I. S.).	No exemption.	Air-tight metal containers. Hermetically sealed metal-lined wooden boxes (no I. C. C. specification marking).	Yellow.
289	"Wet nitrocellulose" ("Colloid cotton") ("20 percent water" (I. S.).	Same as items 200 to 223.	Metal barrels or drums.	Yellow.
290	"Wet nitrocellulose—20 percent water" (I. S.).	Same as items 200 to 223.	Wooden barrels, boxes, or kegs.	Yellow.
291	"Wet nitrocellulose—20 percent water" (I. S.).	Same as items 200 to 223.	Wooden barrels, boxes, or kegs.	Yellow.
292	"Zinc ammonium nitrite" (O. M.).	No exemption.	Metal barrels or drums.	Yellow.
293	"Zirconium, metallic, dry" (I. S.).	No exemption.	Wooden boxes.	Yellow.
294	"Zirconium," "metallite," "wet" or "sludge" (I. S.).	No exemption.	Wooden boxes or kegs.	Yellow.
295	"Zirconium picramate, wet with 20 percent of water" (O. M.).	No exemption.	Wooden boxes, barrels, or kegs.	Yellow.
300	CORROSIVE LIQUIDS Corrosive liquids named in these regulations and having the same packing and marking requirements to be packed and marked as follows:	Exempt from specification packaging and labeling requirements if in: Inside bottle not exceeding 1 pound each	Carboys (glass in boxes and kegs or metal-jacketed lead carboys). Metal barrels or drums. Wooden barrels, boxes, or kegs in addition.	White and "This side up" for all packages with inside containers except carboys not completely boxed.
301	"Acids, liquids, n. o. s." or as "Caustic potash, liquid" or "Potash, caustic, solution" or "Potassium hydroxide solution"			

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking," but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—CON.			
302	"Caustic soda, liquid" or as "Sodium hydroxide solution"	Inclosed in a metal can in the outside package.	Formic acid may be transported in tank motor vehicles marked "For formic acid only."	
303	"Chromic acid solution"			
304	"Compounds, cleaning liquid," "lacquer," "paint," or "varnish," "removing liquid," "re-			
305	"Compounds, vulcanizing liquid,"			
306	"Corrosive liquid, n. o. s."			
307	"Drugs," "chemicals," "medicines," or "cosmetics," "n. o. s."			
308	"Formic acid"			
309	"Hydrofluoric acid"			
310	Corrosive liquids named in these regulations whose packing and marking requirements differ from those listed above to be packed and marked as follows:			
311	"Acid, carbonyls, empty" also as "Carbonyls, acid, empty"	Exempt from labeling requirements if in truckload shipments	Must be completely drained	Old labels must be retained and obliterated, destroyed, or completely covered by a white label bearing word "Empty."
312	"Acid, sludge" or as "Sludge acid" containing no hydrofluoric acid	Same as items 300 to 310	Carbonyls, boxes	Same as items 300 to 310.
313	"Alkaline corrosive battery fluid"	Same as items 300 to 310.	Tank motor vehicles Carbonyls (glass in boxes and kegs or metal-jacketed lead carbonyls). Metal barrels or drums. Wooden barrels, boxes, or kegs.	Same as items 300 to 310.
314	"Alkaline corrosive liquids, n. o. s."	Same as items 300 to 310.	Tank motor vehicles. Carbonyls (glass in boxes and kegs or metal-jacketed lead carbonyls). Metal barrels or drums. Wooden barrels, boxes, or kegs. Tank motor vehicles.	Same as items 300 to 310.

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking," but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—CON.			
315	"Automobiles," "motorcycles," "tractors," or other self-propelled vehicles "with charged electric storage batteries" or as "Batteries, electric storage, wet," with automobile parts, etc. Or "auto parts"	Exempt from specification packaging and labeling requirements for automobiles or other self-propelled vehicles and truckload shipments of automobile parts or assembly parts when packed as follows: Batteries are removed and shipped with the vehicle, and loaded, blocked, and braced so as to prevent movement and the load arranged so that loose articles cannot come into contact with batteries. Batteries are shipped with the vehicle or assembly material loaded, and braced, so as to prevent movement and the load arranged so that loose articles cannot come into contact with the batteries.	Wooden boxes except that batteries with case of impregnated rubber, asphaltum composition, wooden-battery-box type, or steel-case type may be packed 1 to 3 batteries (not over 20 lb. each) or 1 battery (not over 75 lb.) in an outside box (no I. C. C. specification marking for latter type of outside box).	White.
316	"Batteries, dry"	Not regulated.	Wooden boxes except that batteries with case of impregnated rubber, asphaltum composition, wooden-battery-box type, or steel-case type may be packed 1 to 3 batteries (not over 20 lb. each) or 1 battery (not over 75 lb.) in an outside box (no I. C. C. specification marking for latter type of outside box).	White.
317	"Batteries, electric, storage, wet," or as "Storage batteries, wet."	Non-spillable type, protected against short circuits and completely boxed are exempt from specification packaging and labeling. All types in truckload lots, loaded and braced to prevent damage in transit and over circuits are exempt from specification packaging and labeling requirements.	Wooden boxes except that batteries with case of impregnated rubber, asphaltum composition, wooden-battery-box type, or steel-case type may be packed 1 to 3 batteries (not over 20 lb. each) or 1 battery (not over 75 lb.) in an outside box (no I. C. C. specification marking for latter type of outside box).	White.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be billed and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking," but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
318	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—CON. "Boron trichloride"	No exemption	Cylinders (except acetylene cylinders). Must be securely stoppered.	White.
319	"Bottles, empty" (acid or other corrosive liquids).	No exemption	Metal barrels or drums.	Same as items 300 to 310.
320	"Bromine"	No exemption	Metal barrels or drums.	Same as items 300 to 310.
321	"Chloroacetyl chloride"	No exemption	Metal-jacketed lead carbonyls.	Same as items 300 to 310.
322	Chlorides to be marked: "Acetyl chloride," "Antimony pentachloride," "Benzoyl chloride," "Benzyl chloride," "Pyrosulphur chloride," "Silicon chloride (tetrachloride)," "Sulfur chloride," "Sulfur monochloride," "Tin tetrachloride, anhydrous," "Titanium tetrachloride," "Chlorosulfonic acid"	Same as items 300 to 310.	Glass carbonyls (not permitted for tin tetrachloride). Metal barrels or drums. Wooden barrels, boxes, or kegs. Tank motor vehicles.	Same as items 300 to 310.
323		Same as items 300 to 310.	Metal barrels or drums.	Same as items 300 to 310.
324	"Chlorosulfuric acid—sulfur trioxide, mixture"	Same as items 300 to 310.	Wooden barrels or boxes. Tank motor vehicles.	Same as items 300 to 310.
325	"Dimethyl sulfate"	No exemption	Metal barrels or drums.	Same as items 300 to 310.
326	"Electrolyte (acid)" or "alkaline corrosive battery fluid," "packed with storage batteries" or as: "Alkaline corrosive battery fluid with storage batteries," "Batteries, electric storage, wet, with containers of corrosive battery fluid"	No exemption	Wooden barrels, boxes, or kegs.	Same as items 300 to 310.
327	"Electrolyte, (acid) battery fluid" or as "Corrosive battery fluid."	Same as items 300 to 310.	Carboys in boxes or kegs. Jugs in tubs. Metal barrels or drums. Metal-jacketed lead carbonyls (for alkaline material only). Rubber drums. Wooden barrels, boxes, or kegs. Tank motor vehicles.	Same as items 300 to 310.
328	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—CON. "Electrolyte (acid)" or "alkaline corrosive battery fluid," "packed with battery charger" or "parts thereof" or as: "Battery charger with electrolyte (acid)," or "alkaline corrosive liquid" or as: "Radio battery charger," "Radio current supply devices."	No exemption	Cylinders (except acetylene cylinders). Must be securely stoppered.	White.
329	Empty containers formerly containing corrosive liquids—marked: "Empty barrels," "Empty casks," "Empty carboys," "Empty cylinders," "Empty drums," "Empty kegs," "Fire extinguisher charges"	No exemption	Metal barrels or drums.	Same as items 300 to 310.
330		Exempt from packing requirements in small inside containers (size dependent upon type of acid) in outside fiber-board or wooden boxes.	Wooden boxes.	Same as items 300 to 310.
331	"Hydrobromic acid"	Same as items 300 to 310.	Carboys in barrels, boxes, or kegs. Rubber drums. Wooden barrels, boxes, or kegs.	Same as items 300 to 310.
332	"Hydrochloric" ("muriatic") acid," or as "Muriatic acid" and also "Hydrochloric acid mixtures."	Same as items 300 to 310.	Carboys in boxes or kegs. Metal barrels or drums. Rubber drums. Wooden barrels, boxes, or kegs.	Same as items 300 to 310.
333	"Hydrofluoric acid"	Same as items 300 to 310.	Tank motor vehicles. Boxed lead carbonyls. Metal barrels or drums. Metal-jacketed lead carbonyls. Rubber drums. Wooden barrels, boxes, or kegs. Tank motor vehicles. (Truckload shipments must be headed by consignee and unloaded by consignee)	Same as items 300 to 310.

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

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334	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—CON. "Hydrofluoric acid, anhydrous" or as "Anhydrous hydrofluoric acid"	No exemption.	Cylinders. Tank motor vehicles.	White.
335	"Hydrofluosilicic acid"	Same as items 300 to 310.	Carboys, boxed or in kegs. Metal barrels or drums. Wooden barrels, boxes, or kegs.	Same as items 300 to 310.
336	"Hydrogen peroxide" or as "hydrogen dioxide" or as both (containing over 7.41 per cent (25-volume) H ₂ O ₂).	Same as items 300 to 310 and in addition shipments in tank motor vehicle lots, of all strengths, are not subject to these regulations.	Tank motor vehicles. Aluminum carboys. Glass carboys. Wooden barrels or boxes. Tank motor vehicle shipments are not subject to these regulations.	Same as items 300 to 310 and in addition Aluminum drums must be marked "Keep this end up".
337	"Nitrating" ("mixed") "acid" or as "Mixed acid".	No exemption.	Carboys in boxes or kegs. Metal barrels or drums. Wooden boxes.	Same as items 300 to 310.
338	"Nitric acid"	No exemption.	Tank motor vehicles. Carboys in boxes or kegs. Metal barrels or drums. Wooden barrels, boxes, or kegs.	Same as items 300 to 310.
339	"Perchloric acid" (not in excess of 72%).	Same as items 300 to 310.	Tank motor vehicles. Carboys. Wooden boxes.	Same as items 300 to 310.
340	"Phosphorus oxychloride"	No exemption.	Lead-lined metal barrels or drums. Metal-jacketed lead carboys. Nickel drums. Wooden barrels, boxes, or kegs.	Same as items 300 to 310.
341	"Phosphorus trihydride"	No exemption.	Tank motor vehicles. Lead-lined metal barrels or drums. Metal-jacketed lead carboys. Wooden barrels, boxes, or kegs.	Same as items 300 to 310.
342	"Phosphorus trichloride" or as "Chloride of phosphorus."	No exemption.	Wooden barrels, boxes, or kegs. Lead-lined metal barrels or drums. Metal-jacketed lead carboys. Nickel drums. Wooden barrels, boxes, or kegs.	Same as items 300 to 310.
343	"Spent mixed acid" containing no hydrofluoric acid.	Same as items 300 to 310.	Tank motor vehicles. Carboys, boxed or in kegs.	Same as items 300 to 310.
344	"Spent sulfuric acid" containing no hydrofluoric acid.	Same as items 300 to 310.	Tank motor vehicles. Carboys, boxed or in kegs.	Same as items 300 to 310.
345	"Sulfuric acid" ("oil of vitriol") or as "Sulfuric acid fuming" ("oleum") "Nordhausen."	Same as items 300 to 310.	Tank motor vehicles. Carboys in boxes or kegs. Jugs in tubs. Metal barrels or drums. Wooden barrels, boxes, or kegs.	Same as items 300 to 310.
346	"Sulfur trioxide"	Same as items 300 to 310.	Tank motor vehicles. Metal barrels or drums. Wooden boxes.	Same as items 300 to 310.

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349	COMPRESSED GASES "Acetylene" (absorbed) ¹	Exempt from specification and labeling requirements if in cylinders or tubes not exceeding 2 inches outside diameter and not more than 4 fluid ounces capacity.	Cylinders (acetylene cylinders only). Type B cargo tanks. ²	Red gas. ³
351	"Air, compressed" (gaseous)	Exempt from specification and labeling requirements if: In cylinders of tubes not exceeding 2 inches outside diameter and not more than 4 fluid ounces capacity. Or in metal containers filled with non-dangerous material and then charged with non-inflammable non-liquefied gas and containing not over 1 lb. of gas per sq. in. at 70° F. or 30 gallons if charged to not over 75 lb. per sq. in. at 70° F.	Cylinders. Type B cargo tanks. ²	Green.
352	"Anhydrous ammonia" or as "Ammonia, anhydrous" (liquefied).	Same as item 350.	Cylinders. Tank containers. ² Type B cargo tanks. ²	Green.
353	"Argon" (gaseous)	Same as item 350.	Cylinders. Type B cargo tanks. ²	Green.
354	"Boron trifluoride" (liquefied).	Same as item 350.	Cylinders. Type B cargo tanks. ²	Green.
355	"Carbon dioxide" or as "Liquefied carbon dioxide" (liquefied)	Same as item 350.	Cylinders. Type B cargo tanks. ²	Green.
356	"Carbon dioxide" syphon bulbs" (gaseous).	Exempt from specification and labeling requirements.	Cylinders. Type B cargo tanks. ²	Green.
357	"Carbon monoxide" (gaseous)	Same as item 350.	Cylinders. Type B cargo tanks. ²	Red gas.
358	"Chlorine" (liquefied)	Same as item 350.	Cylinders. Type B cargo tanks. ²	Green.

¹ Cylinders must not contain gases capable of combining chemically.² Words in parenthesis indicate the state in which the gas is transported.³ Red gas label indicates an inflammable gas. Green label indicates a non-inflammable gas.⁴ No means of interconnection, such as manifolding, of the individual containers of such Type B cargo tanks may be employed.⁵ The term "tank container" as here used means the commonly known "one-ton container" and no transportation therein is authorized except to or from rail cars and then only in connection with tank-car shipments by rail to be handled in conformity with paragraph 560 (b) (2) of current regulations governing rail freight shipments.

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

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377	COMPRESSED GASES—continued "Methylamine" (gaseous)	Same as item 351	Cylinders Type B cargo tanks	Green.
378	"Methylamine" (gaseous)	Same as item 351	Cylinders Type B cargo tanks	Red gas.
379	"Neon gas" (gaseous)	Same as item 351	Cylinders Type B cargo tanks	Green.
380	"Nitrogen" (gaseous)	Same as item 351	Cylinders Type B cargo tanks	Green.
381	"Nitrosyl chloride" (liquefied)	Same as item 350	Cylinders Type B cargo tanks	Green.
382	"Nitrous oxide" (liquefied)	Same as item 350	Cylinders Type B cargo tanks	Green.
383	"Oxygen" (gaseous)	Same as item 351	Cylinders Type B cargo tanks	Green.
384	"Petroleum gas, liquefied" or "Liquefied petroleum gas" (liquefied)	Same as item 350	Cylinders Type B cargo tanks	Red gas.
385	"Pintech gas" (gaseous)	Same as item 350	Cylinders Type B cargo tanks	Red gas.
386	"Propylene" (liquefied)	Same as item 350	Cylinders Type B cargo tanks	Red gas.
387	"Sulfur dioxide" (liquefied)	Same as item 350	Cylinders Type B cargo tanks	Green.
400	POISONOUS LIQUIDS AND GASES—CLASS A "Cyanogen gas" (gaseous)	No exemption	Cylinders	Poison gas.
401	"Ethylaluminum chloride"			
402	"Ethylaluminum chloride"			
403	"Methylaluminum chloride"			
404	"Nitrogen dioxide, liquid"			
405	"Nitrogen peroxide" (tetraoxide)			
406	"Phosgene" (diphosphene) or "Carbonyl chloride" or "Diphosgene"			
407	"Phosgene" (diphosphene) or "Carbonyl chloride" or "Diphosgene"			
408	"Phosgene" (diphosphene) or "Carbonyl chloride" or "Diphosgene"			
409	"Poisonous liquid" or "gas"			
410	"Acrolein"	No exemption	Cylinders Wooden boxes	Poison gas.

^a No means of interconnection, such as manifold, of the individual containers of such Type B cargo tanks may be employed.

^b The term "tank container" as here used means the commonly known "one-ton container" and no transportation therein is authorized except to and from rail cars and then only in connection with tank-car shipments by rail to be handled in conformity with paragraph 500 (b) (2) of current regulations governing rail freight shipments.

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated, the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking," but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
359	COMPRESSED GASES—continued "Coal gas" (gaseous)	Same as item 350	Cylinders Type B cargo tanks	Red.
360	"Compressed gases, n. o. s." (gaseous or liquefied)	Same as item 350 or 351 depending upon characteristics.	Cylinders Type B cargo tanks	Green or Red gas depending upon characteristics.
361	"Crude nitrogen fertilizer solution" (liquid)	Same as item 350	Cylinders Type B cargo tanks	Green.
362	"Dichlorodifluoromethane" (gaseous or liquefied)	Same as item 350 or 351 depending upon state.	Cylinders Type B cargo tanks	Green.
363	"Dimethyl ether" (gaseous or liquefied)	Same as item 350	Cylinders Type B cargo tanks	Red gas.
364	Empty containers formerly containing inflammable gas—marked: "Empty barrels" "Empty casks" "Empty cylinders" "Empty drums" "Empty kegs" "Gas cylinders, empty" "Ethane" (gaseous)	No exemption	Old labels to be removed, obliterated, or completely covered by "Empty" label. No label required for truckload shipments to be unloaded by consignee.	Red gas.
365	"Ethylene" (gaseous)	Same as item 350	Cylinders Type B cargo tanks	Red gas.
366	"Fertilizer, ammoniating solution" (containing free ammonia) (liquid)	Same as item 350	Cylinders Type B cargo tanks	Green.
367	"Fire extinguishers, hand" (gaseous or liquefied)	Exempt from specification and labeling requirements if containing nonliquefied gas for purpose of expelling fire-extinguishing contents.	Cylinders Type B cargo tanks	Green.
368	"Helium" (gaseous or liquefied)	Same as item 350 or 351 depending upon state.	Cylinders Type B cargo tanks	Green.
369	"Hydrocarbon gas, liquefied" or "Liquefied hydrocarbon gas" (liquefied)	Same as item 350	Cylinders Type B cargo tanks	Red gas.
370	"Hydrocarbon gas, non-liquefied" (gaseous)	Same as item 350	Cylinders Type B cargo tanks	Red gas.
371	"Hydrogen" (gaseous)	Same as item 350	Cylinders Type B cargo tanks	Red gas.
372	"Hydrogen sulfide" (liquefied)	Same as item 350	Cylinders Type B cargo tanks	Red gas.
373	"Machines" or "apparatus" (gaseous or liquefied)	Exempt from specification and labeling requirements if assembled machines contain not over 15 pounds of gas or liquid or not over 25 pounds of gas for self-contained and remote-control machines.	Cylinders Type B cargo tanks	Green or red gas depending upon characteristics.
374	"Methane" (gaseous)	Same as item 350	Cylinders Type B cargo tanks	Red gas.
375	"Methyl chloride" (liquefied)	Same as item 350	Cylinders Type B cargo tanks	Red gas.

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking," but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
	LESS DANGEROUS POISONS— CLASS B—SOLID—continued			
432	"Copper arsenite, solid" or as "Schwartz's green," "cupric green," "copper orthoarsenite," "mineral green," "Swedish green"	over 100 lb. of poison in an outside container, or in board, pasteboard, or fiber carton, cans, or boxes, not over 6 pounds each in outside fiber board container. Not over 5 cartons in an outer container.		
433	"Dinitrobenzol, solid"			
434	"Dinitrochlorobenzene," or as both "Drugs," "chemicals," "medicines," "cosmetics," "solid"			
435	"Ferric arsenate, solid"			
436	"Ferric arsenite, solid"			
437	"Ferric arsenate, solid"			
438	"Iron arsenate," or as "Iron arsenate," "solid"			
439	"Insecticide, dry"			
440	"Lead arsenite, solid"			
441	"London purple, solid"			
442	"Mercuric acetate"			
443	"Mercuric-ammonium chloride, solid"			
444	"Mercuric benzoate, solid"			
445	"Mercuric bromide, solid"			
446	"Mercuric iodide, solid"			
447	"Mercuric oleate, solid"			
448	"Mercuric oxide (red), solid"			
449	"Mercuric oxide (yellow), solid"			
450	"Mercuric oxycyanide, solid"			
451	"Mercuric-potassium iodide, solid"			
452	"Mercuric salicylate, solid"			
453	"Mercuric subacetate, solid"			
454	"Mercuric sulfate, solid"			
455	"Mercuric cyanamide, solid"			
456	"Mercuric salicylate, solid"			
457	"Mercuric (mercury nucleate), solid"			
458	"Mercurous bromide, solid"			
459	"Mercurous gluconate, solid"			
460	"Mercurous iodide, solid"			
461	"Mercurous nitrate, solid"			
462	"Mercurous oxide, black, solid"			
463	"Mercurous sulfate, solid"			
464	"Mercury acetate, solid"			
465	"Mercury bichloride, solid"			
466	"Mercury bisulfate, solid"			
467	"Mercury compounds, n. o. s. (solid)"			
468	"Nicotine salicylate"			
469	"Nicotine sulfate, solid"			
470	"Nicotinic nitrate"			
471	"Nicotinic benzene, meta or para, solid"			
472	"Paranitraniline, solid"			
473	"Poisonous solids, n. o. s."			
474	"Potassium arsenate, solid"			
475	"Potassium arsenite, solid"			
476	"Sodium cacodylate, solid" or as "Sodium dimethyl arsenate," or as both			
477	"Strontium arsenite, solid"			

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking," but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
	DANGEROUS POISONS—CLASS A LIQUIDS AND GASES—CON.			
411	"Bromaceton, liquid"	No exemption.	Cylinders. Wooden boxes.	Poison.
412	"Chlorpiperin, absorbed" and also "Chlorpiperin liquid"	No exemption.	Cylinders. Metal drums. May be shipped only by, for, or to the War or Navy Department of the United States Government and in accordance with their regulations.	Poison gas.
413	"Chlorpiperin mixtures"	No exemption.		Poison gas and also "Nonexplosive" and with name of contents.
414	Chemical ammunition (not equipped with ignition elements, bursting charges, detonating fuses, or explosive components) to be shipped under name of poison gas contained.			
415	Empty containers formerly containing poisons, Class A—marked: "Empty cylinders" "Gas cylinders, empty"	No exemption.	Must be loaded only if with filling and vent holes properly closed.	Old labels to be removed, obliterated, destroyed, or completely covered by "Empty" label. No labels required for truckload shipments to be unloaded by consignee.
416	"Gas identification sets"	No exemption.	Steel cylinder with inside containers (no I. C. C. specification marking). Cylinders. Wooden boxes.	Poison gas.
417	"Hydrocyanic acid" ("prussic acid"), "liquid" or as "prussic acid" (forbidden if unstabilized) "Monochloroacetone"	No exemption.	Wooden boxes.	Poison gas.
418	"Police grenades (liquid)" or as "Grenades, police"	No exemption.	Cylinders. Wooden boxes. Metal-strap wooden boxes.	Poison gas.
419	LESS DANGEROUS POISONS— CLASS B—SOLID			
420	Poisons—class B—solid named in these regulations and having the same packing and marking requirements to be packed and marked as follows:	No exemption.		
421	"Ammonium arsenate, solid"	Exempt from specification packaging and labeling requirements if in: Inside glass, earthenware, or metal containers, not over 5 lb. each or chipboard, pasteboard, or fiberboard boxes, not over 1 lb. each, packed in outside fiberboard boxes or wooden barrels, boxes or kegs; or kls.	Fiber drums. Fiberboard boxes. Metal barrels or drums. Plywood drums. Wooden barrels, boxes, kegs, or kls.	Poison.
422	"Arsenic bromide, solid"			
423	"Arsenic iodide, solid"			
424	"Arsenic pentoxide, solid"			
425	"Arsenic sulfide (powder), solid"			
426	"Arsenous acid, solid"			
427	"Bordeaux arsenite, solid"			
428	"Brodine, solid" or as "Dimethoxy styrene" or as both			
429	"Calcyle acid, solid" or as "Calcyle acid, solid"			
430	"Calcyle acid, solid" or as "Fish berry" or as both			

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking," but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
475	LESS DANGEROUS POISONS— CLASS B—SOLID—continued "strychnine," "and salts thereof," "solid"			
476	"Thallium salts, solid"			
480	"Thallium sulfate, solid"			
481	"Zinc arsenate"			
482	"Zinc arsenite, solid"			
	Poisons—class B—solid named in these regulations and whose packaging and marking requirements differ from those listed above to be packed and marked as follows:			
483	Arsenic, marked: "Arsenic, solid" "Arsenic acid, solid" "Arsenic, white, solid" "Arsenic dust" "Arsenic trioxide, solid" "Arsenic, white, solid" "arsenous acid, solid"	Same as items 421 to 482	Fiber drums Fiberboard boxes Metal barrels or drums Wooden barrels, boxes, kegs or kegs In addition import shipment of arsenic trioxide may be shipped when packed in cloth containers packed in metal-trapped wooden boxes (no I.C.C. specification marking) Also arsenical dust and arsenic trioxide may be shipped in bulk in motor vehicles with steel, self-clearing hopper type or dump-type bodies with waterproof and dustproof covers well secured in place.	Poison.
484	Arsenical compounds marked: or "mixtures," "n.o.s., solid" "Arsenical fine dust" "Calcium arsenate, solid" "Copper arsenate, solid" "Copper arsenite, solid" "Emerald green," "lime green," "Kings green," "moss green," "meadow green," "mitis green," "parrot green," "Vienna green" "Lead arsenate, solid" or as "Arsenate of lead" "Magnesium arsenate, solid" "Carbolic acid (phenol), solid" or as "carbolic acid, fused solid"	Same as items 421 to 482	Fiber drums Fiberboard boxes Metal barrels or drums Paper bags (without inside paper bags, T.L. lots only; with inside paper bags, T.L. or L.T.L. lots permitted) Plastic drums Wooden barrels, boxes, kegs or kegs In addition arsenical insecticide and fungicide dusting mixtures may be packed in triplex bags.	Poison.
485		Same as items 421 to 482	Same as items 421 to 482 and in addition Aluminum drums.	

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I.C.C. specification marking unless listed in this column as "No I.C.C. specification marking," but this does not preclude use of I.C.C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
486	LESS DANGEROUS POISONS— CLASS B—SOLID—continued Cyanides marked: "Cyanides," "dry," "cyanide" "Barium cyanide, solid" "Cyanide of calcium, solid" "Cyanide of potassium, solid" or as "Potassium cyanide" "Cyanide of sodium, solid" "Mercuric cyanide, solid" "Mercury cyanide, solid" "Nickel cyanide, solid"	Exempt from specification packaging and labeling requirements if in: Glass, earthenware, or metal inside containers, not over 1 lb. each, packed in outside fiberboard boxes or wooden boxes or barrels; not over 25 pounds in one outside container; except that cyanide mixtures are exempt only if in: Glass, earthenware, or metal inside containers, packed in outside fiberboard boxes or wooden boxes or barrels; not over 5 pounds in one outside container.	Fiberboard boxes Metal barrels or drums Wooden barrels or boxes Bulk in airtight metal-bodied motor vehicles.	Poison.
487	"Cyanides of," "copper," "zinc," "lead," and "silver" or as "copper cyanide," "lead cyanide," "silver cyanide" or "zinc cyanide"	Exempt from specification packaging and labeling requirements.	Must be loaded only if with filling and vent holes properly closed.	Old labels to be removed, obliterated, destroyed, or completely covered by "Empty" label.
488	Empty containers formerly containing poisons class B, marked: "Empty barrels" "Empty casks" "Empty carboys" "Empty cylinders" "Empty drums" "Empty kegs"	No exemptions.	Same as items 421 to 482 and in addition the additional exemptions contained in item 486.	No labels required for truckload shipments to be unloaded by consignee.
489	"Mercuric-potassium cyanide, solid"	Same as items 421 to 482 and in addition the additional exemptions contained in item 486.	Same as items 421 to 482 and in addition may be shipped in bulk in motor vehicles with steel, self-clearing hopper type or dump type bodies with waterproof and dustproof covers well secured in place.	Poison.
490	"Sodium arsenate, solid"	Same as items 421 to 482		

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I. C. C. specification marking unless listed in this column as "No I. C. C. specification marking," but this does not preclude use of I. C. C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
LESS DANGEROUS POISONS— CLASS B—LIQUID				
491	Poisons—class B—liquid named in these regulations and having the same packing and marking requirements to be packed and marked as follows: "Alcohol, allyl, liquid" or as	Exempt from specification packaging and labeling requirements if in: Glass or earthenware containers not over 1 qt. each or metal containers not over 1 gallon each, packed in strong outside wooden boxes or barrels or in glass or earthenware containers not over 1 pint each, packed in strong outside fiberboard boxes.	Cylinders (except acetylene cylinders). Fiberboard boxes. Metal barrels or drums. Wooden barrels or kegs. Tank motor vehicles.	Poison.
492	"Arsenic chloride (arsenous), liquid"			
493	"Arsenic trichloride, liquid"			
494	"Arsenic dip, liquid" or as			
495	"Sheep dip" "Arsenous and mercuric iodide solution, liquid"			
496	"Bordeaux arsenites, liquid"			
497	"Nitrobenzol, liquid"			
498	"D. F. U. G. S., chemicals," "Cosmetics," "Toilets," or			
499	"Insecticide, liquid" or as "Potato spray (arsenical) liquid"			
500	"Mercuric iodide, solution"			
501	"Nicotine hydrochloride"	Same as items 491 to 500.	Metal barrels or drums. Wooden boxes. Cylinders (except acetylene cylinders). Fiberboard boxes. Glass carboys in boxes or kegs. Metal barrels or drums. Wooden barrels or kegs. Cylinders (except acetylene cylinders). Fiberboard boxes. Glass carboys in boxes or kegs. Metal barrels or drums. Wooden barrels or kegs. Tank motor vehicles. I. C. C. specification markings.	Poison.
502	"Nicotine, liquid"			
503	"Nitrobenzol, liquid" or as			
504	"Oil of mirbane, ortho, liquid"			
505	"Poisonous liquids, n. o. s."			
506	"Sodium arsenite (solution) liquid"			
507	Poisons—class B—liquid named in these regulations and marking requirements differ from those listed above to be packed and marked as follows: "Aniline oil, liquid"			
508	"Arsenic acid, liquid"			
509	"Carbolic acid (phenol), liquid, (liquid tar acid containing over 50% benzophenol)"			
510	Chemical ammunition (not equipped with tritium elements, bursting charges, defusing fuzes, or other explosive components)			

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be banded and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I. C. C. specification marking unless listed in this column as "No I. C. C. specification marking," but this does not preclude use of I. C. C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
LESS DANGEROUS POISONS— CLASS E—LIQUID—continued				
511	"Cyanide of potassium," "liquid," or as "Potassium cyanide"	Same as items 491 to 500.	Metal barrels or drums. Wooden boxes. Tank motor vehicles. Metal barrels or drums. Wooden boxes.	Poison.
512	"Cyanide of sodium, liquid"	Same as items 491 to 500.	Metal barrels or drums. Wooden boxes.	Poison.
513	"Drums, empty" (Aniline oil).	No exemption.	Tank motor vehicles.	Poison and also special returnable package notice shellacked to head of drum near consignee's name and address.
514	Empty containers formerly containing poisons, class B—marked: "Empty barrels" "Empty casks" "Empty carboys" "Empty cylinders" "Empty drums" "Empty kegs"	No exemption.	Must be loaded only if with filling and vent holes properly closed.	Old labels to be removed, obliterated, destroyed, or completely covered by "Empty" label. No labels required for truckload shipments to be unloaded by consignee.
515	"Hydrocyanic acid solutions"	No exemption.	Wooden barrels, boxes, or kegs.	Poison.
516	"Methyl bromide liquid" or as "Bromomethane"	No exemption.	Cylinders. Fiberboard boxes. Wooden boxes.	Poison.
517	"Motor fuel anti-knock compound."	No exemption.	Tank motor vehicles. Cylinders (except acetylene cylinders). Metal barrels or drums. Wooden boxes. Tank motor vehicles.	Poison and also "For motor fuel antiknock compound only," to be stenciled on both sides of tank motor vehicles.
518	"Phenyldichlorarsine, liquid"	No exemption.	Metal barrels or drums.	Poison.
519	"Tetraethyl lead, liquid"	No exemption.	Cylinders (except acetylene cylinders). Metal barrels or drums. Wooden boxes.	Poison.
POISONS—CLASS C—TEAR GAS OR IRRITATING SUBSTANCES				
520	Poisons—class C—named in these regulations and having the same packing and marking requirements to be packed and marked as follows: "Brombenzyl cyanide, liquid," "liquid," or "solid," "Diphenylaminechlorarsine," "gas," "liquid," or "solid," "Diphenylchlorarsine, solid," "Poisonous liquids, n. o. s." or "solid," "n. o. s."	No exemption.	Cylinders (except acetylene cylinders). Metal barrels or drums. Wooden boxes.	Tear gas.
521	"Chloracetophenone," "gas," "liquid," or "solid"			
522	"Diphenylaminechlorarsine," "gas," "liquid," or "solid"			
523	"Diphenylchlorarsine, solid"			
524	"Poisonous liquids, n. o. s."			
525	"Tear gas material," "liquid" or "solid," "n. o. s."			

Articles Acceptable for Transportation by Motor Carrier Freight Service—Con.

No.	Class and name (Package must be shipped under name listed in quotation marks. Unless otherwise indicated the article must be billed and the package marked by this name)	Exemptions (See also under "Required Label and Marking on Outside Package")	Containers in which authorized to be transported (Containers must bear an I. C. C. specification marking unless listed in this column as "No I. C. C. specification marking" but this does not preclude use of I. C. C. Containers)	Required label and marking on outside package (In addition to name listed in first column)
528	POISONS—CLASS C—TEAR GAS OR IRRITATING SUBSTANCES—continued "Xylyl bromide" Poisons—class C—named in these regulations and whose packing and marking differ from the items listed above to be packed and marked as follows: Chemical ammunition (not equipped with ignition elements, bursting charges, detonating fuzes, or other explosive components) to be shipped under name of poison contained. Empty containers formerly containing poisons—class C—marked: "Empty barrels" "Empty casks" "Empty cylinders" "Empty drums" "Empty kegs" "Gas cylinders, empty"	No exemption	Metal or wooden boxes (no I. C. C. specification marking)	Tear gas.
529		No exemption	Must be loaded only if with filling and vent holes properly closed.	Old labels to be removed, obliterated, destroyed, or completely covered by "empty" label. No labels required for truckload shipments to be unloaded by consignee.
530		No exemption	Steel cylinders with inside containers (no I. C. C. specification number). Woolen burlap boxes. Metal-strappped wooden boxes.	Tear gas.
531	"Gas identification sets"	No exemption		Tear gas.
532	"Police grenades, tear gas" or as "Grenades, police" (without firing, bursting, lighting, or other functioning elements, assembled unless shipped by, for or to the War or Navy Department of the United States Government.) "Tear gas candles"	No exemption	Metal-strappped wooden boxes. Metal barrels or drums....	Tear gas. Tear gas.
533		No exemption		
534	"Monochloroacetone, stabilized"	No exemption		

Requirements List for Motor Carrier Express Service—Explosives and Other Dangerous Articles Forbidden for Transportation by Motor Carrier Express Service

[In addition to articles forbidden for all motor carrier services]

EXPLOSIVES¹¹

No.	Name
550	Ammunition for cannon with empty, sand-loaded, solid, or without projectiles.
551	Ammunition for cannon with explosive projectiles.
552	Ammunition for small arms with explosive bullets.
553	Black powder or low explosives.
554	Blasting caps, including electric blasting caps.
555	Blasting caps with safety fuse.
556	Chemical explosive ammunition.
557	Detonating fuzes or boosters (explosive).
559	Explosive bombs.
560	Explosive mines.
561	Explosive projectiles.
562	Explosive torpedoes.
564	Gas grenades.
565	Hand grenades.
566	High explosives.
567	Incendiary grenades.
568	Initiating explosives, wet.
569	Nitroglycerin, liquid.
570	Police grenades, class A.
571	Rifle grenades.
572	Smoke grenades.

OTHER DANGEROUS ARTICLES

575	Burnt cotton or burnt fiber.
576	Carbon bisulfide.
577	Charcoal screenings (except "pinon" wood screenings)
578	Chemical ammunition containing poison gases or liquids, class A.

¹¹ Samples of explosives (except liquid nitroglycerin), including fireworks and explosive devices for examination in a laboratory only and not intended for use or demonstration, when properly packed and not exceeding a net weight of one-half pound for each sample, and not exceeding 20 one-half pound samples or 100 blasting caps transported at one time in a single motor vehicle may be offered for transportation and transported by motor carrier express when packed, marked, and labeled as described for item No. 601.

579	Coal, ground bituminous, sea coal, coal facings.
581	Fibers or fabrics impregnated or saturated with animal or vegetable oils which are liable to spontaneous heating or combustion in transit.
582	Fish scrap or fish meal containing less than 6 or more than 12 per cent moisture. (Does not include wet acidulated fish scrap with moisture 40 to 55 per cent.)
583	Iron sponge that has not been properly oxidized.
586	Motion-picture film scrap (pieces of exposed or unexposed inflammable motion-picture film), except samples for laboratory examination.
588	Nickel carbonyl or mixture thereof.
589	Packages containing a dangerous article in a leaking condition or in such an insecure condition as to make leakage probable during transit.
590	Phosphorus, white or yellow, dry.
591	Extremely dangerous poisons—class A; less dangerous poisons—class B, solid; tear gas or irritating substances—class C; and paranthraquinene.
592	Pyroxylin plastic scrap, photographic film scrap, x-ray film scrap, motion-picture film scrap, or pieces of exposed or unexposed film (nitrocellulose base), except samples for laboratory examination.
593	Rags or cotton waste, oily with more than 5 per cent of vegetable or animal oil.
594	Spent oxide.
595	Spent iron mass or spent iron sponge.
596	Tankage, garbage, tankage fertilizers, containing less than 8 per cent moisture or having a temperature exceeding 100° F. when loaded.
597	Tankages, rough ammoniate (tankages made from ammoniates such as leather scrap, horns, hoofs, hair waste, felt waste), containing less than 7 per cent moisture or having a temperature exceeding 100° F. when loaded.
598	Wet hair; wet paper stock; wet rags; wet textile waste; wet waste paper; wet waste wool.
599	Zinc ethyl.

Explosives and other dangerous articles acceptable for motor carrier express service

(a) Articles whose packing, marking, and labeling requirements differ from those for motor carrier freight service.

No.	Class and name	Exemptions	Containers in which authorized to be transported	Required label and marking on outside package	No.	Class and name	Exemptions	Containers in which authorized to be transported	Required label and marking on outside package
EXPLOSIVES									
600	Acceptable explosives other than items 601 to 606. Marking to be same as for corresponding motor carrier freight item.	Exemption same as for corresponding motor carrier freight item.	Packaging to be same as for corresponding motor carrier freight item.	Labeling and additional marking to be same as for corresponding motor carrier freight item.	609	Charcoal to be marked as: "Charcoal, activated"; "Charcoal, animal"; "Charcoal, bone"; "Charcoal screenings" (made from pinon wood); "Charcoal, lump" (made by old kiln or pit method); "Charcoal, shell"; "Charcoal, wood" (except charcoal briquets) (All I. S.)	Exempt from specification packaging and labeling if: In inside containers packed in outside package, not exceeding 1 lb. net in outside package.	Bags, barrels, or boxes (no I. C. C. specification marking).	Yellow.
601	Samples of explosives including fireworks and explosive devices to be marked by name of explosive. (Not over 20 one-half pound samples or not over 100 blasting caps may be transported at one time.)	No exemption.	Wooden boxes.	Explosive sample label and in addition the net weight of the contents.	610	"Charcoal briquets" (I. S.)	Exempt from specification packaging and labeling.	.....	.....
602	Fireworks. Same as item 600.	Same as item 600.	Same as item 600.	Fireworks label.	611	"Matches, strike-anywhere" or as "Strike-anywhere matches" (I. S.)	No exemption.	Wooden box.	Yellow and also "Strike-anywhere". Also name of the importer, distributor, or manufacturer and the brand or trademark in English.
603	"Smokeless powder for cannon."	No exemption.	Wooden boxes.	.....	612	"Motion-picture film, unexposed" (nitrocellulose) and "X-ray film, unexposed" (I. S.)	No exemption.	Fiberboard boxes. Wooden boxes.	Yellow.
604	"Smokeless powder for cannon in water."	No exemption.	Wooden boxes.	.....	613	"Phosphorus", "white" or "yellow", "in water" (I. S.)	No exemption.	Wooden boxes.	Yellow label and in addition "Sample of article" for laboratory examination.
605	"Smokeless powder for small arms."	Fire-extinguisher charges containing not to exceed 50 grains of smokeless powder per unit are exempt from these regulations.	Wooden boxes.	.....	614	Plastic and film scrap (samples to be marked: "Motion-picture film", "Pyroxylin plastic scrap", "Photographic film scrap", "X-ray film scrap" (all I. S.) (other than samples forbidden for motor carrier express) in "sheets", "rolls", "rods", or "tubes" (I. S.)	No exemption.	Wooden boxes.	Yellow.
606	"Smokeless powder for small arms in water."	No exemption.	Wooden boxes.	.....	615	Pyroxylin plastics in "sheets", "rolls", "rods", or "tubes" (I. S.)	Exempt from specification packaging and labeling if: In inside containers packed in outside package, not exceeding 1 lb. net in outside package.	Fiber drums. Fiber tubes. Fiberboard boxes. Wooden boxes.	.....
607	Marking to be same as for corresponding motor carrier freight item.	Exemptions to be same as for corresponding motor carrier freight item except that articles corresponding to items 600 to 609, 173 and 179 and other items having the same exemptions are exempt only if: In inside containers not over 1 pt. or 16 ounces by weight each, packed in strong outside containers.	Packaging to be same as for corresponding motor carrier freight item.	Labeling and additional marking to be same as for corresponding motor carrier freight item.	616	CORROSIVE LIQUIDS Acceptable corrosive liquids other than items 617 to 619. Marking to be same as for corresponding motor carrier freight item.	No exemption.	Packaging to be same as for corresponding motor carrier freight item.	Labeling and additional marking to be same as for corresponding motor carrier freight item.
608	Marking to be same as for corresponding motor carrier freight item.	Exemptions to be same as for corresponding motor carrier freight item except that articles corresponding to items 600 to 609 and other items having the same exemptions as item 263 are exempt only if: In inside containers packed in outside package, not exceeding 1 lb. net in outside package.	Packaging to be same as for corresponding motor carrier freight item.	Labeling and additional marking to be same as for corresponding motor carrier freight item.	617	"Alkaline corrosive battery fluid."	No exemption.	Fiberboard containers. Metal barrels or drums. Wooden boxes.	White and "This side up" for all packages with inside containers.
					618	"Alkaline corrosive liquids, n. o. s."	No exemption.	Fiberboard containers. Metal barrels or drums. Wooden boxes.	White and "This side up" for all packages with inside containers.
					619	"Nitric acid" or as "Mixed acid."	No exemption.	Wooden boxes.	White and "This side up" for all packages with inside containers.
					620	"Nitric acid"	No exemption.	Wooden boxes.	White and "This side up" for all packages with inside containers.

No.	Class and name	Exemptions	Containers in which authorized to be transported	Required label and marking on outside package
	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS—OD.			
651	"Motion-picture film, toy" (nitrocellulose) (I. S.)	No exemption	Metal cases or trunks	Yellow.
652	"Motion-picture film" (nitrocellulose) (I. S.), including mixed shipments with non-inflammable film; exposed or processed; positive or negative (I. S.)	No exemption	Metal cases or trunks. Wooden boxes.	Yellow. Advertising matter must not be attached to outside of container.
	COMPRESSED GASES			
653	"Anhydrous ammonia"	No exemption	Cylinders (not exceeding 4½ x 22 inches)	Green.
654	"Chlorine"	No exemption	Cylinders (not exceeding 4½ x 22 inches)	Green.
655	"Ethylene"	No exemption	Cylinders (not exceeding 4½ x 22 inches)	Red gas.
656	"Hydrogen"	No exemption	Cylinders (not exceeding 12 x 51 inches and not over 300 pounds per sq. in. pressure at 70° F.).	Red gas.
657	"Liquefied carbon dioxide"	No exemption	Cylinders (not exceeding 4½ x 22 inches)	Green.
658	"Liquefied petroleum gas"	No exemption	Cylinders (not exceeding 4½ x 22 inches)	Red gas.
659	"Methyl chloride"	No exemption	Cylinders (not exceeding 4½ x 22 inches)	Red gas.
660	Mine rescue equipment shipped under name of gas enclosed.	No exemption	Cylinders (not exceeding 4½ x 22 inches) in bags, suitcases, trunks, or other suitable outside containers (no L. C. C. specification marking)	Green or red gas depending upon characteristics of gas enclosed.
661	"Nitrous oxide"	No exemption	Cylinders (not exceeding 4½ x 22 inches)	Green.
662	"Oxygen"	No exemption	Cylinders (not exceeding 12 x 51 inches and not over 300 pounds per sq. in. pressure at 70° F.).	Green.
663	"Sulfur dioxide"	No exemption	Cylinders (not exceeding 4½ x 22 inches)	Green.

"Explosives or other dangerous articles, consisting of carrier's materials and supplies such as are acceptable for motor carrier express transportation, may be transported by motor carrier baggage service when packed, marked and labeled as prescribed by regulations for motor carrier express shipments.

[F. R. Doc. 41-79; Filed, January 3, 1941; 12:09 p. m.]

No.	Class and name	Exemptions	Containers in which authorized to be transported	Required label and marking on outside package
	COMPRESSED GASES			
621	Marking to be same as for corresponding motor carrier freight item.	Exemptions same as for corresponding motor carrier freight item.	Packaging to be same as for corresponding motor carrier freight item.	Labeling and additional marking to be same as for corresponding motor carrier freight item.
	POISONS			
622	Poisons, class B, solid except paratranillic. Marking to be same as for corresponding motor carrier freight item.	Exemptions same as for corresponding motor carrier freight item.	Packaging to be same as for corresponding motor carrier freight item.	Labeling and additional marking to be same as for corresponding motor carrier freight item.
<p>(b) Articles whose packing, marking, and labeling requirements are the same as those for motor carrier freight service. Any article not listed under items 600 to 622 or as forbidden for motor carrier express service (items 1 to 22 and 550 to 599) may be accepted for transportation and transported by motor carrier express service when packed, marked, and labeled under the conditions provided for motor carrier freight transportation: <i>Provided, however</i>, That such articles must comply with the requirements of rules 7.1073, 7.207014, 7.307, 7.4071, 7.5071, 7.60701, and 7.7071.</p> <p>Explosives and Other Dangerous Articles Forbidden for Motor Carrier Baggage Service (in addition to articles forbidden for motor carrier freight service)</p> <p>EXPLOSIVES</p> <p>All explosives forbidden for transportation by motor carrier express service (see items 1 to 17 and 550 to 572) are also forbidden for motor carrier baggage service.</p> <p>OTHER DANGEROUS ARTICLES</p> <p>All other dangerous articles except those listed below under items 649 to 663 are forbidden for motor carrier baggage service.</p> <p>EXPLOSIVES AND OTHER DANGEROUS ARTICLES ACCEPTABLE FOR MOTOR CARRIER BAGGAGE SERVICE "</p> <p>(A) EXPLOSIVES</p> <p>All explosives acceptable for transportation by motor carrier express service are acceptable for motor carrier baggage service. Such articles must be packed, marked, and labeled as required for motor carrier express service.</p> <p>(B) OTHER DANGEROUS ARTICLES</p> <p>The articles listed as items 649 to 663 when packed, marked and labeled as described are the only other dangerous articles acceptable for transportation or transportable by motor carrier baggage service: <i>Provided, however</i>, That such articles must also comply with the requirements of rules 7.1073, 7.207014, 7.307, 7.4071, 7.5071, 7.60701 and 7.7071.</p>				

No.	Class and name	Exemptions	Containers in which authorized to be transported	Required label and marking on outside package
	INFLAMMABLE SOLIDS AND OXIDIZING MATERIALS			
649	Motion-picture film (other than items 650 to 652) that is exempt from packaging and labeling requirements for motor carrier express service and acceptable for such service may be accepted for transportation and transported by motor carrier baggage service in the manner prescribed for motor carrier express service.	No exemption	Metal cases or trunks. Wooden boxes.	Yellow.
650	"Motion-picture film, old and worn out" (nitrocellulose) (not scrap) (I. S.)	No exemption	Metal cases or trunks. Wooden boxes.	Yellow.

Notices

WAR DEPARTMENT.

[Contract No. W953 ORD 1060]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: ECLIPSE MACHINE DIVISION OF
BENDIX AVIATION CORPORATIONContract for * * * GUNS, Auto-
matic.

Amount, \$1,492,884.00.

Place, Watervliet Arsenal, Watervliet,
New York.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the Procurement Authority indicated below either in cash or under a contract authorization contained in the Military Appropriation Act for the fiscal year 1941, the available balances of which are sufficient to cover cost of material covered by this contract.

O. S. & S. A. 1940-1941 ORD 6608
P2-3030 A 1005-01.O. S. & S. A. 1940-1941 ORD 6608
P2-3030 A (1005) .105-01.This contract, entered into this 28th
day of August, 1940.

ARTICLE 1. *Scope of this contract.* The contractor shall furnish and deliver the following items in the quantities and at the unit prices stated, with option on the part of the Government to increase this quantity under this contract for additional guns at the prices shown, * * * Automatic Guns for the consideration stated, \$1,492,884.00, in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

ART. 2. *Changes.* Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

ART. 5. *Delays—Damages.* If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

ART. 8. *Payments.* The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either

\$1,000 or 50 percent of the total amount of the contract.

ART. 18. a. The contractor will obtain and install at the expense of the Government all machines, tools, fixtures, and work gages in facilities provided by the contractor. The actual cost, which shall not exceed \$1,050,000.00, of all of the equipment mentioned above and of providing testing facilities and equipment will be borne by the Government. The Government retains the right of removal at its expense, of any or all such equipment upon completion of contract. All purchases of machines, tools, fixtures and work gages will be approved by the contracting officer prior to purchase by the contractor.

b. Title of all property which shall be purchased by the contractor on behalf of the Government together with all property furnished by the Government to the contractor in connection with this contract shall vest in the Government.

ART. 20. *Payment for production and testing equipment.* Payment for the items contemplated above will be made on certified invoices furnished in triplicate by the contractor and approval by the Contracting Officer.

ART. 30. It is expressly understood and agreed by both parties hereto that the contractor hereby agrees:

To pay into the Treasury profit, as hereinafter provided shall be determined by the Treasury Department, in excess of 12 per centum of the total contract prices, of such contracts within the scope of the law as are completed by the particular contracting party within the income taxable year.

ART. 33. *Performance bond.* For the faithful performance of this contract, a Performance Bond in the sum of 50% of the contract price of the Guns, and 50% of the cost of equipment referred to in Article 18a is included in this contract, which will continue in force until the entire number of guns covered herein have been finally accepted. In the event the United States increases this contract in accordance with the provisions in Article 1, an additional Bond in the sum of 50% of the amount of the increase will be required.

[Change #1 to Contract No. W953 ORD 1060]

OCTOBER 9, 1940.

ECLIPSE MACHINE DIVISION,
BENDIX AVIATION CORPORATION,
Elmira, New York.

Due to the existence of complete equipment consisting of machines, tools, fixtures, and work gages for the production of the * * * Gun, in excess of the equipment required for the performance of Contract No. W953 ORD 1060, the Government desires to obtain all of this equipment intact.

Article 18 of Contract No. W 953 ORD 1060 is, therefore, deleted and the following Article substituted therefor.

Article 18a. The contractor will obtain and install at the expense of the Government all machines, tools, fixtures, and

work gages in facilities provided by the contractor. The cost, which shall not exceed \$2,950,000.00 of all of the equipment mentioned above and of providing testing facilities and equipment will be borne by the Government. The Government retains the right of removal at its expense of any and all such equipment upon completion of the contract.

Article 18b. All purchases of machines, tools, fixtures, and work gages will be approved by the contracting officer prior to purchase by the contractor.

Article 18c. The cost of all machines, tools, fixtures, and work gages will be determined as follows:

(1) In the case of machines, tools, fixtures and work gages procured from the manufacturer thereof, the actual cost as evidenced by the manufacturer's invoices will determine the amount to be paid by the Government.

(2) In the case of machines, tools, fixtures and work gages purchased from other than the manufacturer thereof, invoices therefor will be checked against the invoices of the original manufacturer. The cost to be paid by the Government shall be not to exceed the manufacturer's invoice price.

Article 18d. The title of all property which shall be purchased by the contractor on behalf of the Government, together with all property furnished by the Government to the contractor in connection with this contract, shall vest in the Government.

Article 18e. All machines, tools, fixtures, and work gages and other Government property procured or provided under this contract shall be used by the contractor exclusively for the manufacture of guns for the Government of the United States.

In spite of the fact that this change in Article 18a of the original contract would change the amount of the Performance Bond required by Article 33 of the contract, no increase in the Performance Bond in the amount of \$1,271,442.00, now a part of the contract, will be required because of this contract change.

NEAL H. MCKAY,

Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.[F. R. Doc. 41-89; Filed, January 4, 1941;
9:33 a. m.][Contract No. W 6230 qm-6; O. I. No. 6-41]
SUMMARY OF COST-PLUS-A-FIXED-FEE
CONSTRUCTION CONTRACTCONTRACTOR: HENRY W. HORST COMPANY,
SCHAFF BUILDING, 1502 RACE STREET,
PHILADELPHIA, PENNSYLVANIA

Fixed-fee, \$69,435.

Contract for Construction of ordnance buildings, alterations, additions and repairs to existing buildings, together with utilities and appurtenances thereto.

Place, Frankford Arsenal, Philadelphia, Pennsylvania.

Estimated cost of project, \$1,402,770.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

QM 8797 P1-3211 A 0540.063-N.
ORD 5918 P-2-99-A 0141-01.

This contract, entered into this 16th day of September, 1940.

ARTICLE I. Statement of work. The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: construct ordnance buildings, alterations, additions and repairs to existing buildings, together with utilities and appurtenances thereto at the Frankford Arsenal, Philadelphia, Pennsylvania.

It is estimated that the total cost of the construction work covered by this contract will be approximately One million, four hundred two thousand, seven hundred and seventy dollars (\$1,402,770), exclusive of the Contractor's fee.

In consideration for his undertaking under this contract the Contractor shall receive the following:

(a) Reimbursement for expenditures as provided in article II.

(b) Rental for Contractor's equipment as provided in article II.

(c) A fixed fee in the amount of Sixty-nine thousand, four hundred and thirty-five dollars (\$69,435) which shall constitute complete compensation for the Contractor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed under article II, shall vest in the Government.

ART. III. Payments — Reimbursement for cost. The Government will currently reimburse the Contractor for expenditures made in accordance with article II upon certification to and verification by the Contracting Officer of the original signed pay rolls for labor, the original paid invoices for materials, or other original papers. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

Rental for contractor's equipment. Rental as provided in article II for such construction plant or parts thereof as the

Contractor may own and furnish shall be paid monthly upon presentation of proper vouchers.

Payment of the fixed-fee. The fixed-fee prescribed in article I shall be compensation in full for the services of the Contractor, including profit and all general overhead expenses. Ninety percent (90%) of said fixed-fee shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates made and approved by the Contracting Officer. Upon completion of the work and its final acceptance, any unpaid balance of the fee shall be paid to the Contractor.

ART. VI. Termination of contract by Government. Should the Contractor at anytime refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor.

This contract is authorized by the following law:

Public No. 703, 76th Congress, Approved July 2, 1940.

NEAL H. MCKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-98; Filed, January 4, 1940;
9:37 a. m.]

[Contract No. W 6230 qm-5; O. I. No. 5-41]

SUMMARY OF COST-PLUS-A-FIXED-FEE ARCHITECT-ENGINEER SERVICES

ARCHITECT-ENGINEER, CLARENCE E. WUNDER,
ARCHITECTS BUILDING, PHILADELPHIA, PA.

Amount Fixed Fee, \$23,400.00.

Estimated Cost of Construction Project, \$1,472,205.00.

Type of Construction Project, construction of ordnance buildings, alterations, additions and repairs to existing buildings, together with utilities and appurtenances thereto.

Location, Frankford Arsenal, Philadelphia, Pa.

Type of Service, Architect-Engineering.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 8797 P 1-3211 A 0540.063-N the available balance of which is sufficient to cover the cost of same.

This contract entered into this 18th day of September, 1940.

ARTICLE I. Description of the work. The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: Construction of ordnance buildings, alterations, additions and repairs to existing buildings at Frankford Arsenal,

Philadelphia, Pa., and estimated to cost \$1,472,205.00.

ART. III. Data to be furnished by the Government. The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

ART. VI. Fixed-fee and reimbursement of expenditures. In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following:

A fixed fee in the amount of Twenty-Three Thousand Four Hundred dollars (\$23,400.00) which shall constitute complete compensation for the Architect-Engineer's services.

Reimbursement for the following expenditures: The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract, subject to the provisions of paragraph 1 b (2) above.

ART. VIII. Method of payment. Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified payrolls, receipted bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

ART. IX. All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

ART. XII. Changes in scope of project. The Contracting Officer may at any time, by written order, make changes in the scope of the work contemplated by this contract.

ART. XIII. Termination for cause or for convenience of the Government. The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

[Contract No. W 6230 qm-5, Suppl. 1 O. I. No. 5-41]

This supplemental agreement, entered into this 21st day of October, 1940, by and between The United States of America, (hereinafter referred to as "the Government"), represented by the Contracting Officer executing this contract, and Clarence E. Wunder, Jr. and Robert E. Wenner, copartners trading under the firm name of Wunder & Wenner, with principal place of business at Architects Building in the City of Philadelphia in the State of Pennsylvania (hereinafter called the "Architect-Engineer"), witnesseth that:

Whereas, on the 18th day of September, 1940, the Government entered into Contract No. W 6230 qm-5 with Clarence E. Wunder, and

Whereas, the said Clarence E. Wunder died on October 19, 1940, and

Whereas, there is an efficient organization available for the performance of the Architectural-Engineering services herein referred to under the direction and control of the Architect-Engineer above named, as successor to the said Clarence E. Wunder, deceased, and

Whereas, an agreement has been reached by the Government and the said Architect-Engineer concerning the continuation and completion of the Architectural-Engineering services herein referred to, and

Whereas, the Secretary of War has authority under the act of July 2, 1940 (Public No. 703—76th Congress) to enter into supplemental agreements deemed necessary to carry out the purposes specified in said act, and

Whereas, it is deemed in the interest of the Government to enter into this supplemental agreement with the said Architect-Engineer above named to perform the Architectural-Engineering services hereinbefore referred to;

Now, therefore, the parties hereto do mutually agree that all the terms and covenants of the said contract of September 18, 1940 which is incorporated herein by reference, and made a part hereof, shall be binding upon the parties hereto as the same apply to the Government and the Architect-Engineer respectively, except as hereinafter modified:

The Architect-Engineer shall perform all uncompleted service required under the said contract of September 18, 1940, in accordance with the terms and conditions thereof.

The fixed fee shall be in the amount of \$22,580.95 (being the fixed fee of \$23,400, set forth in said contract of September 18, 1940, less the sum of \$819.05 claimed by Clarence E. Wunder thereunder up to the date of his death) which shall constitute complete compensation for the Architect-Engineer's services.

Reimbursement for the expenditures made by the Architect-Engineer shall be as specifically set forth in said contract of September 18, 1940.

This contract is authorized by the following laws:

Public No. 611, 76th Congress, Approved June 13, 1940.

Public No. 703, 76th Congress, Approved July 2, 1940.

NEAL H. MCKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-97; Filed, January 4, 1941;
9:37 a. m.]

[Contract No. W 953 ORD 1080]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: COLT'S PATENT FIRE ARMS
MANUFACTURING COMPANY

Contract for * * * GUNS, automatic, * * * and essential extra parts therefor

Amount: \$5,008,918.46.

Place: Watervliet Arsenal, Watervliet, New York.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the Procurement Authorities indicated below either in cash or under a contract authorization contained in the Military Appropriation Act for the fiscal year 1941, the available balances of which are sufficient to cover the cost of material covered by this contract.

O. S. & S. A. 1940-41.
(953) ORD 6476 P11-3030 A (1005).-105-01.

S. D. 1940-41.
(953) ORD 6476 P22-3030 A (1205).-110-01.

S. D. I. D. 1940-41 ORD (953) 6476 P22-3030 A (1210).112-01.

S. D. P. C. 1940-41 ORD 6476 P22-3030 A (1215).114-01 (953).

O. S. & S. A. 1940-41 (953) ORD 7226 P11-3030 A (1005).105-01.

S. D. General 1940-41 (953) ORD 7226 P22-3030 A (1204).146-01.

This contract, entered into this 23rd day of September 1940.

ARTICLE 1. *Scope of this contract.* The contractor shall furnish and deliver the following items:

* * * Guns, automatic including Instruction Book...	\$4,753,970.00
* * * sets spare parts for gun, automatic.....	96,466.50
* * * sets spare parts for each battery of * * *	
Guns, automatic.....	158,481.96
Total.....	\$5,008,918.46

in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

ART. 2. *Changes.* Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

ART. 5. *Delays—Damages.* If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

ART. 8. *Payments.* The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

ART. 21. *Royalties.* It is mutually understood that the sums to be paid include all royalties including those payable to and by the contractor and that the contractor shall hold and save the Government, its representatives and all other persons acting for it as agent, contractor, or otherwise, harmless from all further royalty claims or liabilities arising out of the manufacture of said articles.

NEAL H. MCKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-88, Filed, January 4, 1941;
9:33 a. m.]

[Contract No. W 535 ac-16134 (3834)]

SUMMARY OF CONTRACT FOR EMERGENCY PLANT FACILITIES

CONTRACTOR: BEECH AIRCRAFT CORPORATION
Contract for: Emergency Plant Facilities.

Amount: \$1,619,508.55.

Place: Wichita, Kansas.

The Emergency Plant Facilities covered by this Contract are authorized by, are for the purposes set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover cost of same:

AC95P1-3100A0141-01.....	\$96,000.00
AC95P1-3211A0141-01.....	713,754.00
AC95P1-3211A0141.116-01.....	86,608.00
AC95P1-3052A0141.116-01.....	723,146.55

This contract, entered into this 14th day of October, 1940.

ARTICLE I. *Emergency plant facilities to be acquired or constructed.* 1. The Contractor shall, with due expedition by contract with others or otherwise, acquire, construct and install the Emergency Plant Facilities generally described below and set forth in further detail in Appendix A hereto annexed, furnishing or causing to be furnished the labor, materials, tools, machinery, equipment, facilities, supplies and services, and doing or causing to be done all other things necessary for the acquisition, construction and installation thereof. The Emergency Plant Facilities are designated as constituting a Complete Addition to an Existing Plant.

All of said Emergency Plant Facilities shall be in general accordance with the drawings, specifications and instructions, if any, set forth in Appendix A.

It is estimated that the total cost of the acquisition, construction and installation of the Emergency Plant Facilities will be approximately one million six hundred nineteen thousand five hundred eight dollars and fifty-five cents (\$1,619,508.55).

2. The Contractor may at any time make changes in or additions to the drawings and specifications, and the machinery and equipment to be acquired: *Provided, however,* If any such change will cause a material alteration in the character of the work to be done under this contract, or will result in an esti-

mated increase in the cost of the Emergency Plant Facilities over the aggregate of the estimates set forth in Appendix A, the written consent of the Contracting Officer to such change shall be first obtained; provided that the Contractor shall use its best efforts to eliminate such changes or additions which would result in increased cost.

3. The title to all the Emergency Plant Facilities shall be in the Contractor. The Contractor shall, however, allow no mortgage or other lien to be an encumbrance upon the Emergency Plant Facilities (including the lien of any mortgage now existing upon property of the Contractor, which shall be paid off by the Contractor within 60 days after the approval of this contract or on the next date when according to the terms of any such mortgage it may be paid by the mortgagor and any lien existing upon the Facilities prior to their acquisition).

4. The Contractor shall, not later than the 15th day of each full calendar month after the date hereof, furnish the Contracting Officer a monthly statement, certified as correct by the Contractor, and within 30 days after the close of each calendar year an annual statement certified as correct by an independent public accountant approved by the Contracting Officer, showing in detail the amount, if any, expended during the preceding calendar month or year, respectively, in connection with the acquisition, construction and installation of the Emergency Plant Facilities which amount shall not include any profit to the Contractor but may include an amount to cover the costs of the services performed by the Contractor's organization to the extent set forth in Appendix A and interest on funds expended as provided in Section 5 of this Article.

5. Except as provided in Section 4 of this Article and specifically set forth in Appendix A, no salaries of the Contractor's executive officers, no part of the expense incurred in conducting the Contractor's main office or regularly established branch offices, and no overhead expenses of the Contractor of any kind shall be included in the cost of the work as set forth in the Final Cost Certificate.

6. In the event that, after the filing of the Final Cost Certificate in connection with the Emergency Plant Facilities described in Appendix A, the Contracting Officer shall determine that further Emergency Plant Facilities, in connection with the Complete Addition to an Existing Plant covered by this contract are required for the purpose contemplated in this contract, he may enter into a contract amending this contract and Appendix A and the additional cost of such further Emergency Plant Facilities shall be determined by the filing of an amendment to the Final Cost Certificate in the same manner as hereinbefore provided in respect of the Final Cost Certificate.

ART. II. *Payments to contractor by Government.* 1. The amount to be paid by the Government to the Contractor under this contract in respect of the Emergency Plant Facilities set forth in Appendix A, as from time to time amended, shall be the total amount set forth in the Final Cost Certificate, provided that the total amount shall not in any event exceed one million six hundred nineteen thousand five hundred eight dollars and fifty-five cents (\$1,619,508.55) plus interest computed under Section 5 of Article I, or such larger sum as the Head of the Department concerned may from time to time approve.

Subject to the obligation of the Government to anticipate any unpaid balance of the Government Reimbursement for Plant Costs remaining unpaid at the time of the termination of this contract as provided in this Article and in Article III hereof, the Contractor shall be entitled to receive from the Government the amount of the Government Reimbursement for Plant Costs as established by the Final Cost Certificate, over a period of sixty (60) consecutive calendar months beginning with the first calendar month following the completion of the acquisition, construction and installation of the Emergency Plant Facilities in the following manner and pursuant to the following terms:

There shall become due by the Government to the Contractor as Government Reimbursement for Plant Costs, on the last day of each of the sixty (60) consecutive calendar months beginning with such first calendar month, $\frac{1}{60}$ th of the Government Reimbursement for Plant Costs so determined and the Government shall pay such amounts to the Contractor when and as the same become due; provided that if the Final Cost Certificate is not filed with the Government until after the calendar month in which the acquisition, construction and installation of the Emergency Plant facilities are completed, then the Government shall pay to the Contractor on the last day of the calendar month succeeding the month in which the Final Cost Certificate is delivered to the Government the amount then payable in respect of the calendar months then elapsed beginning with the calendar month following the completion of the acquisition, construction and installation of the Emergency Plant Facilities; and thereafter the Government shall pay to the Contractor on the last day of each month $\frac{1}{60}$ th of the Government Reimbursement for Plant Costs, as established by the Final Cost Certificate until the amount thereof shall have been paid.

3. The payments to be made by the Government to the Contractor on account of the Government Reimbursement for Plant Costs under this contract shall be made regardless of any claim which the Government may have against the Contractor under the Contract for

Supplies or any subsequent contract of like nature.

ART. III. *Disposition of emergency plant facilities on termination or completion of contract.*—1. *Notice of termination.* The Contracting Officer may at any time give written notice (hereinafter called the Termination Notice) to the Contractor terminating this contract; and upon receipt of the Termination Notice the Contractor shall, in the event that the acquisition, construction and installation of the Emergency Plant Facilities shall not have been completed, proceed with the steps to be taken by it under section 4 of article II. If, during any 90-day period after the completion of the acquisition, construction and installation of the Emergency Plant Facilities, the same are not used to a substantial extent by the Contractor for furnishing the Government with supplies, or if, prior to such completion, the Government shall terminate in substantial part the existing contracts for supplies between the Contractor and the Government or if the Government shall fail, the Contractor not being in default hereunder, to make to the Contractor payment of any installment of the Government Reimbursement for Plant Costs within 90 days after the same shall have become due, the Contractor may give a similar Termination Notice to the Contracting Officer after the expiration of such 90-day period or after such termination of contracts for supplies as the case may be.

2. *Rights of the Contractor.* (a) The Contractor shall have the right, exercisable by a written Retention Notice, given within 90 days after the giving of a Termination Notice by either party or within 90 days after the termination of this contract under section 2 of article II hereof, to retain under this paragraph for its own use outright, free of any interest of the Government, and/or to negotiate under paragraph (b) hereof for such retention of, any Separate Complete Plant and/or any item or group of items constituting a Complete Addition to an Existing Plant or the entire Emergency Plant Facilities. With respect to any such Separate Complete Plant and/or to any such item or group of items constituting a Complete Addition to an Existing Plant or with respect to the entire Emergency Plant Facilities, which are designated for retention by the Contractor, the Contractor shall, subject to the provisions of paragraph (d) of this section, if a less amount shall not have been agreed upon and approved as representing the fair value under paragraph (b) of this section, pay to the Government an amount equal to the cost thereof as established by the Final Cost Certificate reduced to the extent appropriate for the application or payment of excess insurance proceeds, if any, under section 1 of article IV, (or, if the acquisition, construction and installation of the Emergency Plant Facilities shall not have been completed, as established as of the date of the Retention Notice by the approved

public accountant), less an amount representing depreciation, obsolescence and loss of value due to use for national defense purposes for each year or portion of a year elapsed from the date of acquisition or completion of construction or installation thereof to the date of the Termination Notice at the rate or rates specified as applicable in Appendix A.

(b) In respect of any Complete Separate Plant and/or of any item or group of items constituting a Complete Addition to an Existing Plant or of the entire Emergency Plant Facilities, which the Contractor shall have designated in the Retention Notice for negotiation under this paragraph, the Contractor shall have the right to negotiate with the Contracting Officer with reference to the retention of the same free of any interest of the Government upon the payment to the Government of an amount less than the amount determined under paragraph (a) above representing the fair value thereof as of the date of the Retention Notice; and upon the establishment between the Contractor and the Contracting Officer of such fair value and approval of the same by the Head of the Department, the Contractor shall, upon payment or tender of the amount or upon settlement of the balance due to or from the Government under paragraph (d) of this Section, have the right to retain for its own use outright free of any interest of the Government any separate Complete Plant and/or any item or group of items constituting a complete Addition to an Existing Plant or of the entire Emergency Plant Facilities. In the event that, within a period of 90 days from the date of the Retention Notice, the Contractor and the Contracting Officer are unable to agree upon the fair value of any such Separate Complete Plant or of any such item or group of items constituting a Complete Addition to an Existing Plant or of the Entire Emergency Plant Facilities, or in the event that the fair value thereof so agreed upon shall not be approved by the Head of the Department, the Contractor shall, upon the expiration of said period or earlier at the election of the Contractor, either pay to the Government, in respect of the retention of any such group of facilities, the applicable amount under paragraph (a) of this section, or,

(1) as to any such Separate Complete Plant, transfer the same promptly to the Government free and clear of all encumbrances not theretofore consented to by the Contracting Officer; or,

(2) as to any such facilities constituting a Complete Addition to an Existing Plant, transfer the same promptly to the Government free and clear of all encumbrances not theretofore consented to by the Contracting Officer, and subject to the right provided to the Government in paragraph (d) of section 3 of this article or the Government not having seasonably exercised said right and seasonably made the payment therein provided, require at the contractor's election the removal of all or any part thereof by the Govern-

ment from the premises altogether, which removal shall forthwith be effected by the Government in neat and workmanlike fashion and the Contractor's premises and facilities, including Emergency Plant Facilities retained by the Contractor, as affected by such removal shall be by the Government restored so as to leave the same in as good condition as before such removal without defects or obstructions caused by such removal.

(c) In respect of any of the Emergency Plant Facilities not designated in the Retention Notice for either retention by the Contractor or for negotiation, the Contractor shall promptly after the giving of the Retention Notice transfer the same to the Government free and clear of all encumbrances not theretofore consented to by the Contracting Officer.

(d) Any sums to be paid by the Contractor to the Government under paragraph (a) and/or paragraph (b) of this section shall be reduced by the amount of any sums to be paid by the Government to the Contractor on account of Government Reimbursement for Plant Costs under article II hereof and not theretofore paid by the Government, and, if the sum so to be paid by the Government to the Contractor and then remaining unpaid shall exceed the amount to be paid by the Contractor under both of said paragraphs, the Government shall promptly and in any event within the fiscal year then current pay to the Contractor the amount of such excess: *Provided, however*, That in the event that the Contractor shall retain under paragraphs (a) or (b) any facility the acquisition or construction of which is not complete at the date of the Retention Notice and in respect of which therefore no payment has been made by the Government, the Contractor shall retain the same without payment and the amount of the Government Reimbursement for Plant Costs shall be reduced by the cost thereof, determined as hereinbefore provided. In the event that the Contractor shall elect to retain none of the Emergency Plant Facilities under either paragraph (a) or paragraph (b) above, upon transfer thereof to the Government, there shall become due, and the Government shall promptly and in any event within the fiscal year then current pay to the Contractor, the entire balance of the sum to be paid by the Government to the Contractor on account of the Government Reimbursement for Plant Costs not theretofore paid.

(e) The Contractor shall have the right, with respect to any facilities not retained by the Contractor under paragraphs (a) or (b) of this section, to negotiate with the Contracting Officer with reference to the leasing of all or any part thereof for such period and upon such terms which may include provision for renewal and an option to purchase the same as the Contractor and the Contracting Officer may agree upon subject to the approval of the Head of the Department.

3. *Rights of the Government.* (a) In respect of any item or group of items of the Emergency Plant Facilities constituting a Complete Addition to an Existing Plant which are transferred to the Government under any provision of section 2 of this Article in connection with which transfer the Government shall not have exercised the right provided to it under paragraph (d) of this section and the removal of which is not required by the Contractor in accordance with subparagraph 2 of paragraph (b) of section 2 of this article, the Contractor shall have the right to use the same, without cost if and to the extent that such facilities have replaced other facilities of the Contractor and are necessary to enable it to conduct its normal operations. The Contractor shall at its expense, care for, maintain, and insure, to the extent approved or required by the Head of the Department, such facilities left in place by the Government which the Contractor is entitled under this section to use without cost so long as the Contractor so uses the same under this paragraph; and shall further care for and maintain to the extent above provided, all similar facilities the removal of which shall not have been required by the Contractor and which may be left in place by the Government as standby capacity for the account of the Government so long, subject to the provisions of paragraph (b) of this section, as the Government shall duly and promptly pay the Contractor monthly, upon the submission of duly certified invoices therefor, any and all expense incurred and paid by the Contractor in the preceding calendar month for the maintenance, care, protection, and repair of such facilities, including any and all taxes assessed thereon or in respect thereof, and all costs of insurance carried for the protection thereof and any and all other expenses and cost of every sort incident thereto: *Provided, however*, That the Contractor may at any time on 90 days' written notice terminate the obligation to care for and maintain such facilities and require the removal of the same upon the same terms as under subparagraph (2) of paragraph (b) of section 2 of this article. Such facilities, the removal of which shall not have been required by the Contractor and which shall have been left in place by the Government, which the Contractor is not entitled to use without cost under this section, or which shall not have been leased to the Contractor, may be removed by the Government at any time regardless of such notice from the Contractor; and facilities left in place which the Contractor is so entitled to use without cost and which are in use for or required by commitments theretofore undertaken by the Contractor may be removed by the Government regardless of such notice from the Contractor, at any subsequent time when such removal will not impede or interfere with the Contractor's performance of such commitments. Such removal shall be accomplished in a neat and workmanlike manner and the

Contractor's premises and facilities, including Emergency Plant Facilities retained by the Contractor, as affected by such removal, shall be by the Government restored so as to leave the same in as good condition as before such removal without defects and obstructions caused by such removal.

(b) In the event that the Government shall fail, after 90 days' notice from the Contractor of such failure, to pay any of the sums to be paid or to perform any of the things to be performed by it under the Section with respect to any item or group of items constituting a Complete Addition to an Existing Plant or to remove the same when required thereto in accordance with any provision of this article, the Contractor shall have the right to remove the same from the premises entirely and to receive from the Government promptly after such removal the amount of the reasonable cost of such removal and of any sums to be paid by the Government in respect thereof under this Article and not theretofore paid.

(c) The Government agrees, so far as it lawfully may, with respect to any facilities transferred to it or removed by it pursuant to this article III that it will at no time use the same or any of them for business or commercial purposes, provided that the Government may at any time use any of such facilities for national defense or for any purpose incident to the conduct or execution of any act of Congress or any order of the President of the United States, and the Government further agrees that if the Government desires to sell or lease such facilities or any part thereof, it will not do so without giving the Contractor, to the extent permitted by law, a reasonable opportunity to purchase or lease the facilities proposed to be sold or leased on the same terms and at the same price or rental at which it is proposed to sell or lease them to any other party.

In the event that the Contractor shall transfer the facilities constituting the Complete Addition to an Existing Plant covered by this contract to the Government under section 2 of this article, the Government shall have the right, exercisable by written notice given within 90 days after such transfer to purchase the Contractor's entire existing plant and facilities not so transferred, including all, but not part, of the land, buildings, equipment, machinery, tools, shop fixtures, furniture and fixtures at the cost thereof less depreciation upon the various items at the rates provided for comparable items under Appendix A hereof; and upon the exercise by the Government of the foregoing right and payment or tender of the purchase price of said plant and facilities by the Government to the Contractor within 30 days thereafter or within 30 days after the determination of said purchase price as hereafter provided, the Contractor shall promptly transfer to the Government all its right, title and interest in and to the same. Upon such transfer the Contractor shall have the right to use the plant

and facilities so transferred without cost so long as may be reasonably necessary to for the completion of contracts or commitments previously entered into and the disposition of materials, inventories and the like. The Contractor agrees at any time upon the written request of the Contracting Officer to furnish to the Government detailed information as to the cost and date of acquisition of said plant and facilities as then constituted; and in the event that, in connection with the exercise by the Government of the right provided to it under this paragraph, there shall be disagreement between the Contracting Officer and the Contractor as to the purchase price to be paid by the Government therefor, the question of the amount of the purchase price may by either party be submitted for determination by arbitrators to be appointed in the same manner and subject to the same provisions as are provided for the arbitration under section 1 of this article.

ART. IV. *Loss or destruction of facilities and maintenance.* 1. In the event that all of the Emergency Plant Facilities or any items or group of items thereof shall, prior to the transfer by the Contractor to the Government, be destroyed or damaged by the operation of any risk required to be covered in respect of such facilities by insurance under section 3 of article 1 hereof, or of any risk in respect thereof actually covered by insurance carried by the Contractor, the Contractor shall immediately notify in writing the Contracting Officer and may on its own initiative, and the Government may by written notice given within 60 days require the Contractor to apply the proceeds of the insurance coverage in respect of such facilities to the restoration, reconditioning or replacement thereof.

2. The Contractor shall be responsible prior to the transfer thereof to the Government for the care and maintenance of such facilities; and all items of Emergency Plant Facilities transferred by the Contractor to the Government under article III hereof shall be in a good state of maintenance and repair except for destruction or wear or damage normally incident to the production carried on by the Contractor and for such destruction or damage arising out of causes or risks not normally incident to such production which shall not be or have been provided for by restoration, reconditioning or replacement pursuant to paragraph (a) above.

ART. VII. *Assignment of contractor's claims.* Claims for monies due or to become due to the Contractor from the Government arising out of this contract may so far as permitted by law be assigned to any bank, trust company or other financing institution, including any Federal lending agency; and any such assignment may to the extent permitted by law cover all or any part of any claim or claims arising or to arise out of this contract and may be made to any one or more such institutions or to any one party as agent or trustee for two or more

such institutions participating in the financing of this contract. Any claim so assigned may to the extent permitted by law be subject to further assignment; and any bond, promissory note or other evidence of indebtedness secured by any such assignment may to the same extent be rediscounted, hypothecated as collateral for a loan or credit, or sold with or without recourse. In the event of such lawful assignment or reassignment of any claim for monies due or to become due under this contract the assignee thereof shall file written notice of the assignment together with a true copy of the instrument of assignment with (a) the General Accounting Office of the Government, (b) the Contracting Officer or the head of his department or agency, (c) the surety or sureties upon the bond or bonds, if any, in connection with such contract, and (d) with the Finance Officer who is designated to make all payments under this contract. In no event shall copies of any plans, specifications or other similar documents marked "SECRET" and annexed or attached to this contract be furnished to any assignee of any claim arising under this contract or to any other person not otherwise entitled to receive the same.

ART. XII. *Cancellation of provisions of supply contract.* It is mutually understood and agreed between the parties that this contract is the contract contemplated in and referred to in Article 25 of Contract No. W 535 ac-15944 (3759) hereinbefore referred to; that the plant facilities covered by this contract are those referred to therein; that this contract with reference to the construction and/or acquisition thereof is in all respects satisfactory to the Contractor; and that said article and all provisions thereof are in all respects cancelled hereby and hereafter of no effect.

ART. XV-A. *Identification of equipment.* The Contractor shall separately inventory the items of equipment, machinery, tools covered by this contract and shall, so far as practicable, mark or identify the same as to render the items readily identifiable as having been constructed or acquired hereunder.

NEAL H. MCKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-94; Filed, January 4, 1941;
9:35 a. m.]

[Contract No. W 6971 qm-1; O. I. No. 1-41]
SUMMARY OF COST-PLUS-A-FIXED-FEE FOR
ARCHITECT-ENGINEER SERVICES

ARCHITECT-ENGINEER: SOUTHERN ENGINEERING & ARCHITECTURAL COMPANY, P. O. BOX 1048, JACKSONVILLE, FLORIDA

Amount Fixed-Fee: \$14,560.00.

Estimated Cost of Construction Project: \$1,077,964.00.

Type of Construction Project: Construction of a cantonment, including necessary buildings, temporary structures,

runways and paving, utilities and appurtenances thereto.

Location: Tallahassee Airport, near Tallahassee, Florida.

Type of Service: Architectural-Engineering.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 7591 P1-3211 A 0540,068-N, the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 17th day of October 1940.

Description of the work. The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: Construction of a cantonment, including necessary buildings, at Tallahassee Airport near Tallahassee, Florida, and estimated to cost \$1,077,964.00.

Data to be furnished by the Government. The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

Fixed-fee and reimbursement of expenditures. In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following:

A fixed fee in the amount of Fourteen Thousand, Five Hundred Sixty and No/100 Dollars (\$14,560.00) which shall constitute complete compensation for the Architect-Engineer's services.

Reimbursement for the following expenditures: The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract, subject to the provisions of paragraph 1 b. (2) above.

Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified pay rolls, receipted bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

Changes in scope of project. The Contracting Officer may at any time, by a written order, make changes in the scope of the work contemplated by this contract.

Termination for cause or for convenience of the Government. The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

No. 4—7

Public No. 703—76th Congress, approved July 2, 1940.

Public No. 309—76th Congress, approved August 7, 1939.

NEAL H. MCKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-100; Filed, January 4, 1941;
9:38 a. m.]

[Contract No. W 6971 qm-2; O. I. No. 2-41]

SUMMARY OF COST-PLUS-A-FIXED-FEE CONSTRUCTION CONTRACT

CONTRACTOR: IVY H. SMITH COMPANY AND
S. S. JACOBS COMPANY, P. O. BOXES 5098
AND 4217, RESPECTIVELY, JACKSONVILLE,
FLORIDA, JOINTLY AND SEVERALLY

Fixed-fee: \$57,359.00.

Contract for: Construction of a cantonment, including necessary buildings, temporary structures, runways and paving, utilities and appurtenances thereto.

Place: Tallahassee Airport, near Tallahassee, Florida.

Estimated cost of project: \$1,020,605.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same: QM 7592 P1-3211 A 0540,068-N.

This contract, entered into this 21st day of October 1940.

Statement of work. The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: Construction of a cantonment, including necessary buildings.

It is estimated that the total cost of the construction work covered by this contract will be approximately One Million Twenty Thousand Six Hundred Five Dollars (\$1,020,605.00), exclusive of the Contractor's fee.

In consideration for his undertaking under this contract the Contractor shall receive the following:

(a) Reimbursement for expenditures as provided in article II.

(b) Rental for Contractor's equipment as provided in article II.

(c) A fixed fee in the amount of Fifty Seven Thousand Three Hundred Fifty Nine Dollars (\$57,359.00) which shall constitute complete compensation for the Contractor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed under article II, shall vest in the Government.

Reimbursement for cost. The Government will currently reimburse the Contractor for expenditures made in accordance with article II upon certification to and verification by the Contracting Officer of the original signed pay rolls for labor, the original paid invoices for materials, or other original papers. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

Rental for contractor's equipment. Rental as provided in article II for such construction plant or parts thereof as the Contractor may own and furnish shall be paid monthly upon presentation of proper vouchers.

Payment of the fixed-fee. The fixed fee prescribed in article I shall be compensation in full for the services of the Contractor, including profit and all general overhead expenses. Ninety percent (90%) of said fixed-fee shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates made and approved by the Contracting Officer. Upon completion of the work and its final acceptance, any unpaid balance of the fee shall be paid to the Contractor.

Termination of contract by Government. Should the Contractor at any time refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor.

This contract is authorized by the following law:

Public No. 703—76th Congress, approved July 2, 1940.

NEAL H. MCKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-99; Filed, January 4, 1941;
9:37 a. m.]

[Contract No. W 535 ac-15849 (3732)]

SUMMARY OF CONTRACT FOR SUPPLIES
CONTRACTOR: UNITED AIRCRAFT CORPORATION, PRATT & WHITNEY AIRCRAFT DIVISION

Contract for: Maintenance Parts for Pratt & Whitney Types * * * Engines Now in Service.

Amount: \$1,476,946.17.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority AC 28 P 82-3037 A 0705-01, the available balance of which is sufficient to cover cost of same.

This contract, entered into this 22nd day of October 1940.

Scope of this contract. The contractor shall furnish and deliver to the Government all of the maintenance parts for Pratt & Whitney types * * * engines now in service for the consideration stated One Million Four Hundred Seventy Six Thousand Nine Hundred Forty Six Dollars and Seventeen Cents, (\$1,476,946.17), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Termination when contractor not in default. If, in the opinion of the Contracting Officer upon the approval of The Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the Contracting Officer to the contractor.

This contract approved under the provisions of paragraph 4g (4), A. R. 5-240.

NEAL H. McKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-91; Filed, January 4, 1941;
9:34 a. m.]

[Contract No. W 535 ac-16116 (3331)]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: FAIRCHILD AVIATION CORPORATION

Contract for: Cameras and Parts.

Amount: \$3,107,531.00.

Place: Materiel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority AC 30 P 85-3022 A 0705-01, the available balance of which is sufficient to cover cost of same.

This contract, entered into this 13th day of November 1940.

Scope of this contract. The contractor shall furnish and deliver to the Government Cameras and Parts for the consideration stated Three Million One Hundred Seven Thousand Five Hundred Thirty-One Dollars (\$3,107,531.00), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Option. The Government is granted the right at any time during the life of this contract to increase the quantity or quantities of the articles called for herein at not more than the unit prices stated.

Termination when contractor not in default. If, in the opinion of the Contracting Officer upon the approval of The Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in de-

fault, by a notice in writing relative thereto from the Contracting Officer to the contractor.

NEAL H. McKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-92; Filed, January 4, 1941;
9:35 a. m.]

[Contract No. W 535 ac-15007 (3443)]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: SPERRY GYROSCOPE COMPANY, INC.

Contract for: Flight and Turn Indicators, Controller Assemblies and Data.

Amount: \$9,961,240.00.

Place: Materiel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority AC 34 P 12-3037 A 0705-01, the available balance of which is sufficient to cover cost of same.

This contract, entered into this 18th day of November 1940.

Scope of this contract. The contractor shall furnish and deliver to the Government Flight and Turn Indicators, Controller Assemblies and Data for the consideration stated Nine Million Nine Hundred Sixty One Thousand Two Hundred Forty Dollars (\$9,961,240.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Options. The Government is granted the right and option at any time within * * * days after date of approval of this contract to increase the quantity of articles called for under the terms of Item 3 of Article 16 hereof.

The Government is granted the further right and option at any time during the life of this contract to increase the quantity or quantities of the articles called for hereunder at not more than the unit prices stipulated.

Advance payments. Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interest of the national defense.

Termination when contractor not in default. If, in the opinion of the contracting officer, upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

NEAL H. MCKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-93; Filed, January 4, 1941;
9:35 a. m.]

[Contract No. W 535 ac-16346 (3910)]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: GENERAL ELECTRIC COMPANY

Contract for: Assemblies, Generator, Regulator; Relays and Data.
Amount: \$1,138,170.50.

Place: Material Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover cost of same:

AC 28 P 82-3037 A 0705-01
AC 34 P 12-3037 A 0705-01

This contract, entered into this 25th day of November 1940.

Scope of this contract. The contractor shall furnish and deliver to the Government Assemblies, Generator, Regulator; Relays and data for the consideration stated One Million One Hundred Thirty-Eight Thousand One Hundred Seventy Dollars and Fifty Cents (\$1,138,170.50), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to

shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Option. The Government is granted the right and option at any time within * * * days from and after the date of approval of this contract to increase the quantity or quantities of the articles called for under the terms of Article 16 this contract.

The Government is granted the further right and option at any time during the life of this contract to increase the quantity or quantities of the articles called for under the terms of Article 16 hereof, at not more than the unit prices stipulated.

Termination when contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

NEAL H. MCKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-90; Filed, January 4, 1941;
9:34 a. m.]

[Contract No. W 6996 qm-2; O. I. No. 2-41]

SUMMARY OF COST-PLUS-A-FIXED-FEE CONSTRUCTION CONTRACT

CONTRACTOR: BARUCH CORPORATION, 625 SOUTH OLIVE STREET, LOS ANGELES, CALIFORNIA

Fixed-fee, \$46,630.00.

Contract for: Construction of a * * * General Hospital, including temporary buildings, utilities and appurtenances thereto.

Place: Santa Barbara, California.

Estimated cost of project, \$1,002,496.00.

The supplies and services to be obtained by this instrument are authorized

by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same: QM 7922 P1-3211 A 0540.068-N.

This contract, entered into this 7th day of December 1940.

Statement of work. The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: Construction of a * * * General Hospital including temporary buildings, utilities and appurtenances thereto, at Santa Barbara, California.

It is estimated that the total cost of the construction work covered by this contract will be approximately One Million Two Thousand Four Hundred Ninety-six and No/100 Dollars (\$1,002,496.00) exclusive of the Contractor's fee.

In consideration for his undertaking under this contract the Contractor shall receive the following:

- (a) Reimbursement for expenditures as provided in article II.
- (b) Rental for Contractor's equipment as provided in article II.
- (c) A fixed fee in the amount of Forty-six Thousand Six Hundred Thirty and no/100 Dollars (\$46,630.00) which shall constitute complete compensation for the Contractor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies for which the Contractor shall be entitled to be reimbursed under article II, shall vest in the Government.

Reimbursement for cost—Payments. The Government will currently reimburse the Contractor for expenditures made in accordance with article II upon certification to and verification by the Contracting Officer of the original signed pay rolls for labor, the original paid invoices for materials, or other original papers. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

Rental for contractor's equipment. Rental as provided in article II for such construction plant or parts thereof as the Contractor may own and furnish shall be paid monthly upon presentation of proper vouchers.

Payment of the fixed-fee. The fixed-fee prescribed in article I shall be compensation in full for the services of the Contractor, including profit and all general overhead expenses. Ninety percent (90%) of said fixed-fee shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates made and approved by the Contracting Officer. Upon completion of the work and its final acceptance, any unpaid balance of the fee shall be paid to the Contractor.

Termination of contract by Government. Should the Contractor at any time refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor.

This contract is authorized by the following law:

Public No. 703—76th Congress, Approved July 2, 1940.

NEAL H. MCKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-96: Filed, January 4, 1941;
9:36 a. m.]

[Contract No. W 6996 qm-1; O. I. No. 1-41]

SUMMARY OF COST-PLUS-A-FIXED-FEE CONTRACT FOR ARCHITECT-ENGINEER SERVICES

ARCHITECT-ENGINEER: ALLISON & ALLISON,
EDISON BUILDING, LOS ANGELES, CALIFORNIA

Amount fixed fee: \$13,750.

Estimated cost of construction project: \$1,049,126.

Type of construction project: Construction of a General Hospital, including temporary buildings, utilities and appurtenances thereto.

Location: Santa Barbara, California.

Type of service: Architectural-Engineering.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 7921 PI-3211 A 0540.068-N the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 9th day of December 1940.

Description of the work. The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: Construction of a * * * General Hospital, including temporary buildings, utilities and appurtenances thereto at Santa Barbara, California, and estimated to cost \$1,049,126.

Data to be furnished by the Government. The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

Fixed-fee and reimbursement of expenditures. In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following: A fixed fee in the amount of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00) which shall constitute complete compensation for the Architect-Engineers' services.

Reimbursement for the following expenditures:

The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract subject to the provisions of paragraph 1 b. (2) above.

Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified payrolls, receipted bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

Changes in scope of project. The Contracting Officer may at any time, by a written order, make changes in the scope of the work contemplated by this contract.

Termination for cause or for convenience of the Government. The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

Public No. 309—76th Congress, Approved August 7, 1939.

Public No. 703—76th Congress, Approved July 2, 1940.

NEAL H. MCKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-95: Filed, January 4, 1941;
9:36 a. m.]

NEWSREEL ACTIVITIES

1. Pending the revision of Army Regulations 600-700, and in order to insure uniformity and clarify that part of Paragraph 7 which pertains to newsreels only, the following instructions will govern:

a. All newsreel material made of military personnel or equipment with the cooperation of Army authorities will be submitted to the Public Relations Branch,

Office Deputy Chief of Staff of the Army, War Department, Washington, D. C., for review prior to release for publication.

b. When requests by newsreel agencies are received to permit the filming of various scenes and activities, agencies of the War Department and commanding officers will cooperate whenever practicable. In general, authorization for filming scenes and activities will be granted only under conditions that:

(1) All material made must be taken under the supervision of the local Commanding Officer, or his representative.

(2) Members of the military service will not be required to perform service for any newsreel companies in excess of requirements of ordinary military duty, except voluntarily.

(3) No compensation will be given to any officer, enlisted man, or fund, other than as reimbursement for actual expense, injury or loss of property.

(4) Cooperation does not involve the Government in any expense other than that normally incurred in regular training activities.

(5) The producers agree to submit all films made to the War Department for review and never to exhibit or permit to be exhibited any reel or any part thereof which has been disapproved by the War Department, nor to permit any part of any newsreel to be used in any other type of picture without the approval of the War Department.

(6) One positive print of material made will be furnished without cost to the War Department for its files and for any other use, other than commercial, independent of any copyright.

2. Existing instructions pertaining to other types of pictures are not changed.

3. Newsreel films will be reviewed regularly in the Signal Corps projection room, Munitions Building, Washington, D. C., by appointment, with a representative of the newsreel company present. (R.S. 161; 5 U.S.C. 22) [Letter Dec. 26, 1940, (AG 000.7 (12-6-40) M-OCS-M)]

[SEAL]

E. S. ADAMS,
Major General,
The Adjutant General.

[F. R. Doc. 41-101; Filed, January 4, 1941;
10:06 a. m.]

[Contract No. W 953 ORD 993]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: THE VILTER MANUFACTURING COMPANY

Contract for * * * m/m Howitzers * * * and extra parts therefor.

Amount: \$398,280.33.

Increased by Change Order to: \$1,073,634.25.

Place: Watervliet Arsenal, Watervliet, New York.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the Procurement Au-

thority indicated below either in cash or under a contract authorization contained in the Military Appropriation Act for the fiscal year 1941, the available balances of which are sufficient to cover cost of matériel covered by this contract.

O. S. & S. A. 1940-41 (953) ORD 6544 P11-3030 A1005-01.

O. S. & S. A. 1940-41 (953) ORD 6544 P2-3030 A (1005) 105-1.

O. S. & S. A. 1940-41 (953) ORD 6544 P2-3030 A 1005-01.

This contract, entered into this 12th day of August 1940.

ARTICLE 1. *Scope of this contract.* The contractor shall furnish and deliver—

* * * Howitzers and necessary tooling.....	\$372,852.00
* * * Extra Parts for * * *	
Howitzers.....	25,428.33

for the consideration stated, \$398,280.33 in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

The United States reserves the right to increase the number of Howitzers on this contract to a total of * * * Howitzers including appropriate extra parts within * * * days.

ART. 2. *Changes.* Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

ART. 8. *Payments.* The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

ART. 19. *Delays—Liquidated damages.* If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

Liquidated damages. Liquidated damages will be assessed for each day's delay in delivery of the complete howitzers in

excess of the promised date at the rate of * * * of the contract price per howitzer for each howitzer not delivered within the time specified in accordance with Article on Liquidated Damages inclosed herewith.

Liquidated damages will be assessed for each day's delay in delivery of the extra parts, in excess of the promised date at the rate of * * * of the unit price per part for each part not delivered within the time specified in accordance with Article on Liquidated Damages inclosed herewith.

Payment. Seventy-five percent (75%) of the contract price will be paid after provisional acceptance of each howitzer; balance, after final acceptance. Full payment will be made for extra parts on delivery and acceptance.

Performance bond. A Performance Bond will be required in the sum of 50% of the contract price for the faithful execution thereof, which will continue in force until the entire number of howitzers covered herein have been finally accepted after proof firing and the extra parts have been delivered and accepted. In the event the United States increases this Contract within * * * days in accordance with the provisions in Article 1, an Additional Bond in the sum of 50% of the amount of the increase will be required.

[Change #1 to Contract W 953 ORD 993]

The Vilter Manufacturing Company, Milwaukee, Wisconsin

OCTOBER 1, 1940.

In accordance with the option contained in Article 1, Page (2a), Contract No. W 953 ORD 993 is increased by * * * Howitzers, * * * and Extra Parts for * * * Howitzers, and that part of the original contract under Article 1, on Page (2) is deleted and the following substituted in lieu thereof:

ARTICLE 1. *Scope of this Contract.* The contractor shall furnish and deliver—

* * * Howitzers and necessary tooling.....	\$1,003,000.00
* * * Extra Parts for * * *	
* * * Howitzers.....	70,634.25
	1,073,634.25

The total amount of the Contract is increased from \$398,280.33 to \$1,073,634.25.

NEAL H. MCKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-116; Filed, January 6, 1941;
10:30 a. m.]

[Contract No. W227-sc-2585]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: GENERAL ELECTRIC COMPANY,
1 RIVER ROAD, SCHENECTADY, NEW YORK

Contract for: Radio Transmitting
Equipment for Radio Set and associated
equipment.

Amount, \$8,303,296.50.

Place: New York Signal Corps Procurement District, 1st Avenue and 58th Street, Brooklyn, New York.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority SC-1313-P-5-3053-A-0605-01, the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 1st day of November 1940.

ARTICLE 1. *Scope of this contract.* The contractor shall furnish and deliver to the Government as set forth more particularly in Article 16 hereof, the following: Radio Transmitting Equipment for Radio Set * * * and associated equipment for the consideration stated Eight million three hundred three thousand two hundred ninety-six dollars and fifty cents (8,303,296.50), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

ART. 2. *Changes.* Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

ART. 5. *Delays—Damages.* If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

ART. 8. *Payments.* The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

ART. 22. *Performance Bond.* Bond, with surety satisfactory to the contracting officer, guaranteeing the faithful performance of the provisions of this contract shall be furnished herewith in the sum of fifteen (15%) per cent of the total consideration of this contract. Amount: \$1,245,494.48.

ART. 25. *Increase Option.* The Government reserves the right at any time within * * * calendar days from and after date of receipt by the contractor of the executed number of this contract to increase the quantity or quantities of the supplies called for herein at not more than the unit prices stated, said increase

to be applied as to all or any item or items set forth hereinabove at the option of the Government.

Award made pursuant to the authority contained in Section 1 (a) of the Act of Congress approved July 2, 1940. (Pub. No. 703, H.R. 9850)

NEAL H. MCKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-117; Filed, January 6, 1941;
10:32 a. m.]

[Contract No. W 199 qm-19378; O. I. No.
2480-Sub-41]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: LIBBY, McNEILL & LIBBY,
UNION STOCK YARDS, CHICAGO, ILLINOIS

Contract for: Beef, corned, canned; Beef, dried, sliced, canned; Sausage, Vienna style, canned; and Hash, corned beef, canned.

Amount: \$1,040,960.62 less three percentum (3%) unless such three percentum (3%) shall be actually and legally collected by state authorities for local sales, occupational or use taxes.

Place: Commanding Officer, Chicago, Quartermaster Depot, 1819 West Pershing Road, Chicago, Illinois.

This contract, entered into this 29th day of November 1940.

Scope of this contract. The contractor shall furnish and deliver Beef, corned, canned; Beef, dried, sliced, canned; Sausage, Vienna style, canned; and Hash, corned beef, canned, for the consideration stated, \$1,040,960.62 less three percentum (3%) unless such three percentum (3%) shall be actually and legally collected by state authorities for local sales, occupational or use taxes, in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted

by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 27 P 1-0260 A 0505-01, the available balance of which is sufficient to cover cost of same.

NEAL H. MCKAY,
Major, Quartermaster Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-115; Filed, January 6, 1941;
10:30 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. 1472-FD]

IN THE MATTER OF NATHAN SCOTT, DEFENDANT

CEASE AND DESIST ORDER

A complaint dated November 1, 1940, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on November 4, 1940, by District Board No. 9, a district board, complainant, with the Bituminous Coal Division alleging wilful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder, as follows:

That the defendant, Nathan Scott, whose address is Owensboro, Kentucky, and who operates the Nathan Scott Mine, Mine Index No. 255, District No. 9, wilfully violated the provisions of the Code and the effective minimum prices by selling and delivering 2" screenings of coal on October 18 and 30, 1940, produced at the defendant's Nathan Scott Mine, to the City Light and Water Plant, Owensboro, Kentucky, at \$1.00 per ton delivered, which is less than the effective minimum price applicable to said coal.

The defendant having by stipulation made December 5, 1940, a true copy of which is annexed hereto and made a part hereof,¹ admitted the truth of the allegations of said complaint and consented to the making and entry of this order:

It is ordered, That the defendant, its (or his) officers, representatives, agents, servants, employees, and attorneys, and all persons acting or claiming to act in its (or his) behalf or interest, cease and desist and they hereby are permanently enjoined and restrained from violating the Code, the Effective Minimum Prices, and Marketing Rules and Regulations.

It is further ordered, That the Division in its discretion may apply to the Circuit Court of Appeals of the United States

¹ Not filed as part of the original document.

within any circuit where such defendant resides and carries on business for the enforcement hereof.

Dated: December 30, 1940.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-84; Filed, January 3, 1941;
1:57 p. m.]

[Docket No. 1476-FD]

IN THE MATTER OF WILLOW CREEK COAL COMPANY, DEFENDANT

CEASE AND DESIST ORDER

A complaint dated November 1, 1940, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on November 4, 1940, by District Board No. 9, a district board, complainant, with the Bituminous Coal Division alleging wilful violation by the defendant of the Bituminous Coal Code or rules and regulations, thereunder, as follows:

That the defendant, Willow Creek Coal Company, whose address is Central City, Kentucky, and who operates the Willow Creek Mine, Mine Index No. 403, District No. 9, wilfully violated the provisions of the Code and the effective minimum prices by selling five and sixteen twenty-fifths (5¹⁶/₂₅) tons of 3" lump coal (Shaker Screen) on October 14, 1940, produced at the defendant's Willow Creek Mine near Beech Creek, Kentucky, at seventy-one (71) cents per ton less than the effective minimum price applicable to said coal.

The defendant having by stipulation made December 3, 1940, a true copy of which is annexed hereto and made a part hereof,¹ admitted the truth of the allegations of said complaint and consented to the making and entry of this order:

It is ordered, That the defendant, its (or his) officers, representatives, agents, servants, employees, and attorneys, and all persons acting or claiming to act in its (or his) behalf or interest, cease and desist and they hereby are permanently enjoined and restrained from violating the Code, the Effective Minimum Prices, and Marketing Rules and Regulations.

It is further ordered, That the Division in its discretion may apply to the Circuit Court of Appeals of the United States within any circuit where such defendant resides and carries on business for the enforcement hereof.

Dated: December 30, 1940.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-86; Filed, January 3, 1941;
1:59 p. m.]

[Docket No. 1482-FD]

IN THE MATTER OF BUCK KNOB COAL COMPANY, DEFENDANT

CEASE AND DESIST ORDER

A complaint dated November 20, 1940, pursuant to the provisions of sections 4

II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on November 25, 1940, by District Board No. 9, a district board, complainant, with the Bituminous Coal Division alleging wilful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder, as follows:

That the defendant, Buck Knob Coal Company, whose address is Greenville, Kentucky, and who operates the Buck Knob Mine, Mine Index No. 355, District No. 9, wilfully violated the provisions of the Code and the effective minimum prices by selling to Jesse Violette, Russellville, Kentucky, a trucker, on or about November 1, 1940, 4 tons of screenings (1¼") coal at 50 cents per ton f. o. b. the mine, being 60 cents below the effective minimum price for such coal of \$1.10 per ton f. o. b. the mine.

The defendant having by stipulation made December 6, 1940, a true copy of which is annexed hereto and made a part hereof, admitted the truth of the allegations of said complaint and consented to the making and entry of this order:

It is ordered, That the defendant, its (or his) officers, representatives, agents, servants, employees, and attorneys, and all persons acting or claiming to act in its (or his) behalf or interest, cease and desist and they hereby are permanently enjoined and restrained from violating the Code, the Effective Minimum Prices, and Marketing Rules and Regulations.

It is further ordered, That the Division in its discretion may apply to the Circuit Court of Appeals of the United States within any circuit where such defendant resides and carries on business for the enforcement hereof.

Dated: December 30, 1940.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-85; Filed, January 3, 1941; 1:58 p. m.]

[Docket No. A-335]

PETITION OF DISTRICT BOARD 11 FOR REVISION OF THE ESTABLISHED MINIMUM PRICES FOR THE COALS OF DISTRICTS 9 AND 11 FOR SHIPMENT BY TRUCK INTO MARKET AREA 34, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER CONSENTING TO WITHDRAWAL OF PETITION

Upon the request of the original petitioner in the above-entitled matter, the Director consents to the withdrawal of its petition and to the dismissal without prejudice of the proceedings therein; accordingly

It is so ordered.

Dated: January 3, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-105; Filed, January 4, 1941; 11:12 a. m.]

¹ Not filed as part of the original document.

Grazing Service.

ADDITION TO ARIZONA GRAZING DISTRICT NO. 4

Under and pursuant to the provisions of the act of June 28, 1934 (48 Stat. 1269, 43 U. S. Code, sec. 315, *et seq.*), as amended, commonly known as the Taylor Grazing Act, and subject to the limitations and conditions therein contained, Arizona Grazing District No. 4, as established and defined by departmental orders of February 14, 1936, October 26, 1936, July 29, 1937, and December 9, 1938, is hereby augmented to include all vacant, unappropriated, and unreserved public lands, and all lands withdrawn for other purposes which may hereafter be included in the district in accordance with the provisions of section 1 of the Taylor Grazing Act by approval of the head of the Department having jurisdiction thereof, and all lands hereafter acquired by lease under the provisions of the act of June 23, 1938 (52 Stat. 1033, 43 U. S. Code, sec. 315 m-1, 2, 3, 4), commonly known as the Pierce Act, not excluding lands withdrawn by Executive order of November 26, 1934 (No. 6910), within the following-described legal subdivisions:

ARIZONA

Gila and Salt River Meridian

T. 15 S., R. 28 E., secs. 1 to 4 and secs 10 to 14, inclusive, sec. 24.

The Federal Range Code, as revised, shall be effective as to the lands embraced herein from and after the date of the publication of this order in the FEDERAL REGISTER, except that no part of such lands will be subject to the provisions of section 8, paragraphs (b), (d), (e), and (f) of said Code, relating to grazing fees, until one year from the date of publication of this order in the FEDERAL REGISTER.

E. K. BURLEW,

Acting Secretary of the Interior.

DECEMBER 28, 1940.

[F. R. Doc. 41-121; Filed, January 6, 1941; 10:33 a. m.]

DEPARTMENT OF COMMERCE.

Civil Aeronautics Authority.

[Docket No. 517]

UNITED AIR LINES TRANSPORT CORPORATION

NOTICE OF HEARING

In the matter of the proposed non-stop service between Fresno, Calif., and Sacramento, Calif.

The above-entitled proceeding is hereby assigned for public hearing on January 17, 1941, 10 o'clock a. m. (Eastern Standard Time) at the Carlton Hotel, 923 16th Street NW., Washington, D. C., before Examiner Francis W. Brown.

January 3, 1941.

By the Civil Aeronautics Board.

[SEAL] THOMAS G. EARLY,
Secretary.

[F. R. Doc. 41-118; Filed, January 6, 1941; 10:32 a. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum wage rate applicable under Section 6 of the Act are issued under section 14 thereof, part 522 of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) and the Determination and Order or Regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591).

Artificial flowers and Feathers Learner Regulations, October 24, 1940 (5 F.R. 4203).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order of September 20, 1940 (5 F.R. 3748).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530).

Independent Telephone Learner Regulations, September 27, 1940 (5 F.R. 3829).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982).

Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Determination and Order, November 8, 1939 (4 F.R. 4531) as amended, April 27, 1940 (5 F.R. 1586).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

The employment of learners under these Certificates is limited to the terms and conditions as to the occupations, learning periods, minimum wage rates, et cetera, specified in the Determination and Order or Regulation for the industry designated above and indicated opposite the employer's name. These Certificates become effective January 6, 1941. The Certificates may be cancelled in the manner provided in the Regulations and as indicated in the Certificate. Any person aggrieved by the issuance of any of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS, AND EXPIRATION DATE

Clara Barton Nurses' Apparel, Inc., 200 Andrews Street, Rochester, New York; Apparel; Nurses' Uniforms, Aprons, Bibs, Collars, & Cuffs; 1 learner (75% of the applicable hourly minimum wage); January 6, 1942.

Becker Pleating Company, 819 Washington Avenue, St. Louis, Missouri; Apparel; Belts; 2 learners (75% of the applicable hourly minimum wage); January 6, 1942.

Betty Brooks Company, 6031 Maywood Avenue, Huntington Park, California;

Apparel; Women's Uniforms & Sportswear; 5 learners (75% of the applicable hourly minimum wage); January 6, 1942.

Blue Dale Dress Company, Inc., Hicksville, Long Island, New York; Apparel; Dresses, Housecoats; 14 learners (75% of the applicable hourly minimum wage); May 12, 1941.

Blue Dale Dress Company, Inc., Barcelona Place, Copiague, Long Island, New York; Apparel; Dresses, Housecoats; 14 learners (75% of the applicable hourly minimum wage); May 12, 1941.

C. & S. Mfg. Company, 151 East Street, New Haven, Connecticut; Apparel; Pajamas; 5 learners (75% of the applicable hourly minimum wage); January 6, 1942.

Carmi Feature Underwear, Inc., Carmi, Illinois; Apparel; Men's & Boys' Shorts & Army Cotton Pants; 5 percent (75% of the applicable hourly minimum wage); January 6, 1942.

Casey Jones, Inc., Denton, Maryland; Apparel; Cotton Work Clothing; 5 learners (75% of the applicable hourly minimum wage); January 6, 1942.

Eclipse-Needles Company, 8th and Dauphin Streets, Philadelphia, Pennsylvania; Apparel; Men's Shirts; 5 percent (75% of the applicable hourly minimum wage); January 6, 1942.

Ely and Walker Dry Goods Company, Salem, Missouri; Apparel; Underwear, Pajamas; 50 learners (75% of the applicable hourly minimum wage); May 12, 1941.

G. W. Pants Company, 76 Mechanic Street, Norwich, Connecticut; Apparel; Single Pants other than 100% Cotton, Single Pants 100% Cotton; 5 percent (75% of the applicable hourly minimum wage); January 6, 1942.

Grantham Manufacturing Company, Grantham, Pennsylvania; Apparel; Washable Dresses; 5 learners (75% of the applicable hourly minimum wage); January 6, 1942.

E. Gutman & Sons, 26th and Reed Streets, Philadelphia, Pennsylvania; Apparel; Army Uniforms; 5 percent (75% of the applicable hourly minimum wage); January 6, 1942.

S. Liebovitz & Sons, Inc., Mount Alto, Pennsylvania; Apparel; Men's Shirts; 5 learners (75% of the applicable hourly minimum wage); January 6, 1942.

Magnolia Garment Company, Laurel, Mississippi; Apparel; Work Shirts, Pants & Overalls; 5 percent (75% of the applicable hourly minimum wage); January 6, 1942.

Martin Manufacturing Mills, Inc., 220 West Church Street, Salem, Illinois; Apparel; Men's & Boys' Shorts; 5 percent (75% of the applicable hourly minimum wage); January 6, 1942.

Martindale Garment Company, Martindale, Pennsylvania; Apparel; Underwear, Nightwear & Negligee of Woven Fabrics; 5 learners (75% of the applicable hourly minimum wage); May 5, 1941.

Michaels, Stern & Company, Inc., Liberty Street, Penn Yan, New York; Apparel; Men's & Boys' Clothing; 5 percent

(75% of the applicable hourly minimum wage); January 6, 1942.

National Pad & Binding Company, 1932 Arch Street, Philadelphia, Pennsylvania; Apparel; Canvas Fronts of Coats; 5 percent (75% of the applicable hourly minimum wage); January 6, 1942.

New England Overall Company, Inc., 560 Harrison Avenue, Boston, Massachusetts; Apparel; Overalls & Work Pants; 5 percent (75% of the applicable hourly minimum wage); January 6, 1942.

Albert L. Ogus Company, Inc., 413-421 South Market Street, Chicago, Illinois; Apparel; Infants' Flannelette Wear; 3 learners (75% of the applicable hourly minimum wage); January 6, 1942.

Progressive Coat and Apron Mfg. Company, Tenth and Norris Streets, Philadelphia, Pennsylvania; Apparel; Washable Service; 30 learners (75% of the applicable hourly minimum wage); May 26, 1941.

Red Bank Clothing Manufacturing Company, 210 West Front Street, Red Bank, New Jersey; Apparel; Men's & Students' Coats; 5 percent (75% of the applicable hourly minimum wage); January 6, 1942.

Royal Studios, 502 North Prior Avenue, St. Paul, Minnesota; Apparel; Aprons and Novelties; 10 learners (75% of the applicable hourly minimum wage); May 5, 1941.

Mr. W. L. Sterling, 108 West Lemon Street, Lancaster, Pennsylvania; Apparel; Children's Dresses; 5 learners (75% of the applicable hourly minimum wage); January 6, 1942.

Alperin Strauss Company, East Tipton Street, Seymour, Indiana; Apparel; Dress Shirts; 5 percent (75% of the applicable hourly minimum wage); January 6, 1942.

Wells Lamont Smith Corporation, Beardstown, Illinois; Glove; Knit Wool; 25 learners; July 6, 1941.

Wells Lamont Smith Corporation, Louisiana, Missouri; Glove; Work Glove; 5 percent; January 6, 1942.

Interstate Hosiery Mills, Inc., Bloomfield, New Jersey; Hosiery; Full Fashioned; 5 percent; January 6, 1942.

Merit Knitting Mill, 84-22, 101 Avenue, Ozone Park, New York; Knitted Wear; Knitted Outerwear; 2 learners; January 6, 1942.

Utica Knitting Co., Mill No. 1, 1712 Erie Street, Utica, New York; Knitted Wear; Knitted Underwear; 5 percent; January 6, 1942.

Utica Knitting Co., Mill No. 2, 607 Schuyler Street, Utica, New York; Knitted Wear; Knitted Underwear and Outerwear; 5 percent; January 6, 1942.

Utica Knitting Co., Mill No. 3, Oriskany Falls, New York; Knitted Wear; Knitted Underwear; 5 percent; January 6, 1942.

Utica Knitting Co., Mill No. 6, 700 Whitesboro Street, Utica, New York; Knitted Wear; Knitted Underwear; 5 percent; January 6, 1942.

Utica Knitting Co., Mill No. 9, Anniston, Alabama; Knitted Wear; Knitted Underwear; 5 percent; January 6, 1942.

Westwood Knitting Mill, 419 East 12th Street, Los Angeles, California; Knitted Wear; Sweaters; 3 learners; January 6, 1942.

Cabin Crafts, Dalton, Georgia; Textile, Chenille & Candlewick Bedspreads; 60 learners; May 5, 1941.

Lord Mfg. Company, 37 Chestnut Street, Norwich, Connecticut; Textile; Cotton & Rayon-Tinsel Products; 5 learners; January 6, 1942.

J. F. Poole Spread Company, Yorkville, Georgia; Textile; Bedspreads; 35 learners; May 26, 1941.

Sunspun Chenilles, Inc., Asheboro, North Carolina; Textile; Chenille Bedspreads; 5 percent; January 6, 1942.

Signed at Washington, D. C., this 6th day of January 1941.

MERLE D. VINCENT,
Authorized Representative
of the Administrator.

[F. R. Doc. 41-122; Filed, January 6, 1941;
10:58 a. m.]

NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under Section 6 of the Act are issued under Section 14 thereof and § 522.5B of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) to the employers listed below effective January 6, 1941.

The employment of learners under these Certificates is limited to the terms and conditions as designated opposite the employer's name. These Certificates are issued upon the employers representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The Certificates may be cancelled in the manner provided for in the Regulations and as indicated on the Certificate. Any person aggrieved by the issuance of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATIONS, EXPIRATION DATE

Deland Sun News, 109 West Rich Avenue, Deland, Florida; Newspaper; 1 learner; 12 weeks for any one learner; 25¢ an hour; Printer; April 14, 1941.

E. D. Acker Company, Broadway, Virginia; Buyers of Whole Walnuts and Black Walnut Meats; 5 learners; 6 weeks for any one learner; 22½¢ per hour; Sorter and Grader; February 24, 1941.

Montague Upholstering Company, Inc., 73 North Broadway and Troy Road, Albany, New York; Upholster Furniture; 1 learner; 8 weeks for any one learner;

25¢ per hour; Upholsterer; March 10, 1941.

(NOTE: This Certificate inadvertently omitted in FEDERAL REGISTER of December 30, 1940.)

Signed at Washington, D. C., this 6th day of January 1941.

MERLE D. VINCENT,
Authorized Representative
of the Administrator.

[F. R. Doc. 41-123; Filed, January 6, 1941;
10:58 a. m.]

FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 5986]

APPLICATION OF OLD COLONY BROADCASTING Co., INC. (NEW)

NOTICE OF HEARING

Dated, July 24, 1939; for construction permit; class of service, broadcast; class of station, broadcast; location, Brockton, Mass.; operating assignment specified: Frequency, 1160 kc.; power, 500 w.; hours of operation, daytime.

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reasons:

1. To determine whether the allocation of the operating assignment requested by the applicant would be in accordance with the Commission's Rules and Standards of Good Engineering Practice.
2. To determine the availability of an appropriate frequency through the assignment of which a full time service could be rendered to the proposed service area.
3. To determine whether the transmitter site specified by the applicant complies with the regulations governing the same, and the requirements of good engineering practice.
4. To determine the area and population which would receive primary service from the proposed station.
5. To determine whether the program service which the applicant may reasonably be expected to provide meets the requirements of public interest.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of Section 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

Old Colony Broadcasting Co., Inc.,
c/o Clifford A. Lovewell,

No. 4—3

137 No. Main Street,
Sharon, Massachusetts.

Dated at Washington, D. C., January 3, 1941.

By the Commission

[SEAL]

T. J. SLOWIE,
Secretary.

[F. R. Doc. 41-103; Filed, January 4, 1941;
10:21 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. G-192]

IN THE MATTER OF HOME GAS COMPANY

ORDER SUSPENDING RATE SCHEDULE AND
SETTING HEARING

JANUARY 2, 1941.

Commissioners: Claude L. Draper, Acting Chairman, Basil Manly, John W. Scott and Clyde L. Seavey. Leland Olds not participating.

It appearing to the Commission that:

(a) Prior to and on December 13, 1940, Home Gas Company had on file with the Federal Power Commission, and then in force, a Rate Schedule designated in the files of the Commission as Home Gas Company Rate Schedule FPC No. 4, containing rates for sale of natural gas by Home Gas Company to the New York State Electric & Gas Corporation as successor to Owego Gas Corporation;

(b) On December 13, 1940, Home Gas Company filed with the Commission an agreement dated October 31, 1940, with The New York State Electric & Gas Corporation as successor to Owego Gas Corporation, designated in the files of the Commission as Home Gas Company Supplement No. 1 to Rate Schedule FPC No. 4, providing that increased rates or charges for sales of natural gas by Home Gas Company to The New York State Electric & Gas Corporation shall be effective as of November 1, 1940;

(c) Without the approval of the Commission giving retroactive effect to said Home Gas Company Supplement No. 1 to Rate Schedule FPC No. 4, as the Home Gas Company has requested, the said schedule, unless suspended by order of the Commission, will become effective as of January 12, 1941, pursuant to the provisions of the Natural Gas Act and the amended Provisional Rules of Practice and Regulations thereunder;

(d) The proposed change of rates contained in the said agreement of October 31, 1940, may result in excessive rates or charges to purchasers of gas thereunder, or place an undue burden upon ultimate consumers of natural gas, and said change of rates or charges has not been shown to be justified;

(e) By order of September 20, 1940, the Commission suspended certain other rates of Home Gas Company as more fully appears in that order, and proceedings thereon are now pending in Docket No. G-183, the hearing therein to be reconvened on February 3, 1941, or such date as may be hereafter fixed;

(f) By letter of transmittal to the Commission, Home Gas Company consented that the increased rates provided in the proposed schedule may be included in the order of suspension of September 20, 1940;

The Commission finds that:

It is necessary, desirable, and in the public interest that the Commission enter upon a hearing concerning the lawfulness of the proposed change in rates or charges and that said proposed change in rates or charges be suspended pending such hearing and the decision thereon;

The Commission, upon its own motion, orders that:

(A) A public hearing concerning the lawfulness of the rates and charges, subject to the jurisdiction of the Commission, contained in the proposed Home Gas Company Supplement No. 1 to Rate Schedule FPC No. 4, be held on February 3, 1941, at 9:30 a.m., in the Hearing Room, Federal Power Commission, 1800 Pennsylvania Avenue NW., Washington, D. C., or at such other time and place as the hearing in Docket No. G-183 shall be reconvened, and this proceeding be consolidated with the proceedings in Docket Nos. G-183 and G-190;

(B) Pending such hearing and decision thereon, the schedule of rates or charges contained in said Home Gas Company Supplement No. 1 to Rate Schedule FPC No. 4, except insofar as it may provide for the sale of natural gas for resale for ultimate public consumption for industrial use, be and it is hereby suspended until June 12, 1941, or until such time as said schedule shall have been made effective in the manner prescribed in section 4 (e) of the Natural Gas Act;

(C) During the said period of suspension, the rates or charges collected and received by the Home Gas Company from The New York State Electric & Gas Corporation, as provided in Home Gas Company Rate Schedule FPC No. 4, except insofar as it may be for the sale of natural gas for resale for industrial use, shall remain and continue in full force and effect;

(D) At such hearing, the burden of proof to show that any of the proposed increased rates or charges are just and reasonable shall be upon the Home Gas Company.

By the Commission.

LEON M. FUQUAY,
Secretary.

[F. R. Doc. 41-87; Filed, January 4, 1941;
9:33 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 4435]

IN THE MATTER OF COTY, INC.

COMPLAINT

The Federal Trade Commission, having reason to believe that the party respondent named in the caption hereof and

more particularly designated hereunder, has violated the provisions of Section 2 (e) of the Clayton Act, as amended by the Robinson-Patman Act (U.S.C. Title 15, Section 13), hereby issues its complaint, stating its charges with respect thereto as follows:

PARAGRAPH 1. Respondent, Coty, Inc. is a corporation organized and existing under the laws of the State of Delaware, with an office and place of business in the City of Wilmington, Delaware. Said respondent is qualified to do business in the State of New York, and has its principal office and place of business at 423 West 55th Street, in the City, County and State of New York.

PAR. 2. Respondent, Coty, Inc., is engaged in the business of selling and distributing perfumes, cosmetics and other toilet preparations to purchasers located in all the states of the United States and in the District of Columbia; and pursuant to and in fulfillment of orders received from such purchasers, respondent has shipped and is shipping its products from its place of business in New York City to such purchasers so located.

PAR. 3. Practically all of the products purchased from respondent in interstate commerce as aforesaid are bought by such purchasers for resale. Approximately twenty-five thousand retail merchants throughout the United States purchase such products for resale to consumers.

PAR. 4. To approximately two hundred of such purchasers who buy such products from respondent for resale to consumers, respondent contracts to furnish, furnishes and fully pays for the continuous services of one or more full-time saleswomen to offer for sale and sell the products so purchased from respondent upon terms not accorded in any manner or degree to a large number of the other and remaining of such purchasers, many of whom are competitively engaged with the first mentioned purchasers in the resale of such products to consumers, to whom respondent has not contracted to furnish or furnished such continuous full-time and fully paid services of such saleswomen.

PAR. 5. The aforesaid acts and practices of respondent, Coty, Inc., as hereinabove alleged are in violation of paragraph (e) of Section 2 of the Clayton Act as amended by the Robinson-Patman Act (U.S.C. Title 15, Section 13).

Wherefore, the premises considered, the Federal Trade Commission on this 27th day of December, A. D. 1940, issues its complaint against said respondent.

NOTICE

Notice is hereby given you, Coty, Inc., respondent herein, that the 31st day of January, A. D. 1941, at 2 o'clock in the afternoon is hereby fixed as the time, and the offices of the Federal Trade Commission in the City of Washington, D. C., as the place, when and where a hearing

will be had on the charges set forth in this complaint, at which time and place you will have the right, under said Act, to appear and show cause why an order should not be entered by said Commission requiring you to cease and desist from the violations of the law charged in the complaint.

You are notified and required, on or before the twentieth day after service upon you of this complaint, to file with the Commission an answer to the complaint. If answer is filed and if your appearance at the place and on the date above stated be not required, due notice to that effect will be given you. The Rules of Practice adopted by the Commission with respect to answers or failure to appear or answer (Rule IX) provide as follows:

In case of desire to contest the proceeding the respondent shall, within twenty (20) days from the service of the complaint, file with the Commission an answer to the complaint. Such answer shall contain a concise statement of the facts which constitute the ground of defense. Respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless respondent is without knowledge, in which case respondent shall so state.

Failure of the respondent to file answer within the time above provided and failure to appear at the time and place fixed for hearing shall be deemed to authorize the Commission, without further notice to respondent, to proceed in regular course on the charges set forth in the complaint.

If respondent desires to waive hearing on the allegations of fact set forth in the complaint and not to contest the facts, the answer may consist of a statement that respondent admits all the material allegations of fact charged in the complaint to be true. Respondent by such answer shall be deemed to have waived a hearing on the allegations of fact set forth in said complaint and to have authorized the Commission, without further evidence, or other intervening procedure, to find such facts to be true, and if in the judgment of the Commission such facts admitted constitute a violation of law or laws as charged in the complaint, to make and serve findings as to the facts and an order to cease and desist from such violations. Upon application in writing made contemporaneously with the filing of such answer, the respondent, in the discretion of the Commission, may be heard on brief, in oral argument, or both, solely on the question as to whether the facts so admitted constitute the violation or violations of law charged in the complaint.

In witness whereof, the Federal Trade Commission has caused this, its complaint, to be signed by its Secretary, and its official seal to be hereto affixed, at

Washington, D. C., this 27th day of December, A. D. 1940.

By the Commission.

[SEAL]

A. N. ROSS,
Acting Secretary.

[F. R. Doc. 41-125; Filed, January 6, 1941; 11:26 a. m.]

[Docket No. 4436]

IN THE MATTER OF BOURJOIS, INC., AND
BARBARA GOULD, INC.

COMPLAINT

The Federal Trade Commission, having reason to believe that the party respondents named in the caption hereof and more particularly designated hereunder, have violated the provisions of section 2 (e) of the Clayton Act as amended by the Robinson-Patman Act (U.S.C. Title 15, Section 13), hereby issues its complaint, stating its charges with respect thereto as follows:

PARAGRAPH 1. Respondents, Bourjois, Inc., and Barbara Gould, Inc., are corporations organized and existing under the laws of the State of New York with their offices and principal places of business located at 35 West 34th Street in the City and State of New York. Respondent Barbara Gould, Inc., is wholly owned by respondent Bourjois, Inc.

PAR. 2. Respondents, Bourjois, Inc., and Barbara Gould, Inc., are engaged in the business of selling and distributing perfumes, cosmetics and other preparations, known by name to the public as Bourjois and Barbara Gould, to purchasers located in all of the states of the United States and in the District of Columbia; and pursuant to and in fulfillment of orders received from such purchasers, respondents have shipped and are shipping such products from their place of business in New York City to such purchasers so located.

PAR. 3. Such products are purchased from respondents for resale by approximately nine thousand retail purchasers located throughout the United States.

PAR. 4. To approximately 130 of such purchasers who buy such products from respondents and its subsidiaries for resale to consumers, respondents and its subsidiaries contract to furnish, furnish and fully pay for the continuous services of one or more full-time saleswomen to offer for sale and sell the products so purchased from respondents and its subsidiaries, upon terms not accorded in any manner or degree to a large number of the other and remaining of such purchasers, many of whom are competitively engaged with the first mentioned purchasers in the resale of such products to consumers, to whom respondents and its subsidiaries have not contracted to furnish or furnished such continuous full-time and fully paid services of such saleswomen.

PAR. 5. The aforesaid acts and practices of respondents, Bourjois, Inc., and

Barbara Gould, Inc., as hereinabove alleged, are in violation of paragraph (e) of section 2 of the Clayton Act as amended by the Robinson-Patman Act (U.S.C. Title 15, Section 13).

Wherefore, the premises considered, the Federal Trade Commission on this 27th day of December, A. D. 1940, issues its complaint against said respondents.

NOTICE

Notice is hereby given you, Bourjois, Inc., and Barbara Gould, Inc., respondents herein, that the 31st day of January, A. D. 1941, at 2 o'clock in the afternoon, is hereby fixed as the time, and the offices of the Federal Trade Commission in the City of Washington, D. C., as the place, when and where a hearing will be had on the charges set forth in this complaint, at which time and place you will have the right, under said Act, to appear and show cause why an order should not be entered by said Commission requiring you to cease and desist from the violations of the law charged in the complaint.

You are notified and required, on or before the twentieth day after service upon you of this complaint, to file with the Commission an answer to the complaint. If answer is filed and if your appearance at the place and on the date above stated be not required, due notice to that effect will be given you. The Rules of Practice adopted by the Commission with respect to answers or failure to appear or answer (Rule IX) provide as follows:

In case of desire to contest the proceeding the respondent shall, within twenty (20) days from the service of the complaint, file with the Commission an answer to the complaint. Such answer shall contain a concise statement of the facts which constitute the ground of defense. Respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless respondent is without knowledge, in which case respondent shall so state.

Failure of the respondent to file answer within the time above provided and failure to appear at the time and place fixed for hearing shall be deemed to authorize the Commission, without further notice to respondent, to proceed in regular course on the charges set forth in the complaint.

If respondent desires to waive hearing on the allegations of fact set forth in the complaint and not to contest the facts, the answer may consist of a statement that respondent admits all the material allegations of fact charged in the complaint to be true. Respondent by such answer shall be deemed to have waived a hearing on the allegations of fact set forth in said complaint and to have authorized the Commission, without further evidence, or other intervening procedure, to find such facts to be true, and if in the judgment of the Com-

mission such facts admitted constitute a violation of law or laws as charged in the complaint, to make and serve findings as to the facts and an order to cease and desist from such violations. Upon application in writing made contemporaneously with the filing of such answer, the respondents, in the discretion of the Commission, may be heard on brief, in oral argument, or both, solely on the question as to whether the facts so admitted constitute the violation or violations of law charged in the complaint.

In witness whereof, the Federal Trade Commission has caused this, its complaint, to be signed by its Secretary, and its official seal to be hereto affixed, at Washington, D. C., this 27th day of December, A. D. 1940.

By the Commission.

[SEAL]

A. N. Ross,
Acting Secretary.

[F. R. Doc. 41-126; Filed, January 6, 1941;
11:26 a. m.]

[Docket No. 4437]

IN THE MATTER OF HASTINGS MANUFACTURING COMPANY, A CORPORATION

COMPLAINT

The Federal Trade Commission, having reason to believe that the Hastings Manufacturing Company, a corporation, hereinafter referred to as respondent, has been and is using unfair methods of competition in commerce and unfair and deceptive acts and practices in commerce in violation of the provisions of the Federal Trade Commission Act, and is violating the provisions of section 2 (a) of the Clayton Act as amended by the Robinson-Patman Act (U.S.C. Title 15, section 13), and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, the Commission hereby issues its complaint, stating its charges as follows:

Count 1

PARAGRAPH 1. Respondent, Hastings Manufacturing Company, is a corporation duly organized under the laws of the State of Michigan, with its office and principal place of business located in Hastings, Michigan. Respondent is now and for several years last past has been engaged in the business of manufacturing piston rings and other replacement parts for use in motor vehicles, and in the sale of said piston rings, under the trade name "Steel Vent", and other replacement parts for motor vehicles to automotive parts and equipment jobbers and wholesale distributors, hereinafter referred to as jobber customers, located in states other than the State of Michigan, and in the District of Columbia. It causes said products, when sold, to be transported from its said place of business in the State of Michigan to the said jobber customers. There has been, and now is, a course of trade in said products in commerce between the respondent and said jobber customers located throughout

the several states of the United States and in the District of Columbia.

PAR. 2. In the course and conduct of its said business, respondent is now, and has been for more than two years last past, in substantial competition with other corporations and with individuals, firms and partnerships engaged in the sale and distribution of piston rings and other replacement parts for use in motor vehicles, hereinafter referred to as competitive products, to automotive parts and equipment jobbers and wholesale distributors, in commerce between and among the various states of the United States and in the District of Columbia.

PAR. 3. In the course and conduct of its said business, said respondent, in attempting to sell its said products either directly or on consignment to said jobber customers, as an inducement to prospective jobber customers handling and stocking said competitive products of respondent's competitors to discontinue handling and stocking all such competitive products and to thereafter handle and stock said respondent's products in place of said competitive products, engaged in the following methods and practices:

(a) Said respondent has offered and agreed, and now offers and agrees, to take over and buy up, and it has taken over and bought up, and now takes over and buys up, the stocks of competitive products in the hands of jobbers, either for cash or by giving the prospective jobber customers credit on account for the inventory value of the said competitive products then carried in stock and either removing said competitive products from the premises of the prospective jobber customers and thereafter destroying them, or, in some instances, causing the said competitive products to be sold to the trade at extremely low prices;

(b) Said respondent has offered and agreed, and now offers and agrees, to give prospective jobber customers credit on account, and it has given, and does give, prospective jobber customers credit on account, for stocks of competitive products which said jobber customers recall from their dealers to whom such competitive products had theretofore been sold by such jobber customers;

(c) Said respondent has offered and agreed, and now offers and agrees, to lend money to prospective jobber customers, and it has made, and does make, loans to jobber customers, upon their terminating business relations with competitive manufacturers and taking on respondent's line of products;

(d) Respondent has offered and agreed, and now offers and agrees, to guarantee, and it has guaranteed, and does guarantee, to prospective jobber customers fixed increases, usually 50%, in gross profits in the sale of respondent's products, and to reimburse said prospective jobber customers for the amount of any deficiency between the gross profit realized and that

guaranteed, by giving the jobber customers credit on account to cover such deficiency;

(e) Respondent made false and misleading statements in advertisements in publications of general interstate circulation to the effect that its said "Steel Vent" piston rings will reduce cylinder wall wear more than one-half, compared with the wear of competitive types of rings, when in truth and in fact, due to the many factors involved in making tests, it is impossible to determine the rate of cylinder wall wear by piston rings.

PAR. 4. The aforesaid acts, practices and methods of respondent have induced, and do now induce, a substantial number of jobber customers of competitors of the respondent to discontinue handling, stocking and distributing said competitors' products and to handle, stock and distribute respondent's said products instead of the products of said competitors; and the capacity, tendency and effect of said acts, practices and methods are, and have been, unreasonably to hinder, hamper and restrain competing manufacturers of competitive products in disposing of their merchandise to automotive parts and equipment jobbers and wholesale distributors, and unreasonably to lessen, eliminate, restrain, hamper and suppress competition in the sale of piston rings and other replacement parts for motor vehicles, and to create in the respondent a monopoly in the sale of said products.

PAR. 5. The aforesaid acts and practices of respondent as herein alleged have the tendency and capacity to unfairly divert, and have unfairly diverted, trade to respondent from its competitors, and, in consequence thereof, injury has been done and is now being done by respondent to competition in commerce among and between the various states of the United States, and said acts and practices are all to the prejudice and injury of the public and of respondent's competitors, and constitute unfair methods of competition in commerce and unfair and deceptive acts and practices in commerce within the meaning of the Federal Trade Commission Act.

Count II

PARAGRAPH 1. The allegations of Paragraphs 1 and 2 of Count I hereof are hereby incorporated herein by reference as though fully set forth verbatim in this Count.

PAR. 2. Since June 19, 1936, in the course and conduct of its business as aforesaid, the respondent has been and now is discriminating in price between purchasers buying said commodities of like grade and quality in interstate commerce, as aforesaid, through the practice of granting to some of such purchasers various concessions and monetary considerations which are not granted to other of its purchasers. Among the methods employed by the respondent in the accomplishment of the aforesaid discriminations in price are the following:

To some customers who have not previously purchased respondent's products,

respondent makes cash gifts or donations in substantial amounts (such gifts or donations often ranging above \$1,000) in consideration of such customers taking on respondent's line, which gifts or donations are not granted to other of respondent's customers.

To some customers who have not previously purchased respondent's products, respondent agrees to pay and pays for the products of respondent's competitors then owned by such customers an amount substantially in excess of the value of such products, in consideration of such customers taking on respondent's line, which payments are not granted to other of respondent's customers.

PAR. 3. The effect of such discriminations in price referred to in the preceding Paragraph hereof has been and may be to injure, destroy and prevent competition in the line of commerce in which respondent and its competitors are engaged.

PAR. 4. The foregoing alleged acts and practices are in violation of sub-section (a) of section 2 of the Clayton Act as amended.

Wherefore, the premises considered, the Federal Trade Commission on this 27th day of December, A. D. 1940, issues its complaint against said respondent.

NOTICE

Notice is hereby given you, Hastings Manufacturing Company, a corporation, respondent herein, that the 31st day of January, A. D. 1941, at 2 o'clock in the afternoon, is hereby fixed as the time, and the offices of the Federal Trade Commission in the City of Washington, D. C., as the place, when and where a hearing will be had on the charges set forth in this complaint, at which time and place you will have the right, under said Acts, to appear and show cause why an order should not be entered by said Commission requiring you to cease and desist from the violations of the law charged in the complaint.

You are notified and required, on or before the twentieth day after service upon you of this complaint, to file with the Commission an answer to the complaint. If answer is filed and if your appearance at the place and on the date above stated be not required, due notice to that effect will be given you. The Rules of Practice adopted by the Commission with respect to answers or failure to appear or answer (Rule IX) provide as follows:

In case of desire to contest the proceeding, the respondent shall, within twenty (20) days from the service of the complaint, file with the Commission an answer to the complaint. Such answer shall contain a concise statement of the facts which constitute the ground of defense. Respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless respondent is without knowledge, in which case respondent shall so state.

Failure of the respondent to file answer within the time above provided and failure to appear at the time and place fixed for hearing shall be deemed to authorize the Commission, without further notice to respondent, to proceed in regular course on the charges set forth in the complaint.

If respondent desires to waive hearing on the allegations of fact set forth in the complaint and not to contest the facts, the answer may consist of a statement that respondent admits all the material allegations of fact charged in the complaint to be true. Respondent by such answer shall be deemed to have waived a hearing on the allegations of fact set forth in said complaint and to have authorized the Commission, without further evidence, or other intervening procedure, to find such facts to be true, and if in the judgment of the Commission such facts admitted constitute a violation of law or laws as charged in the complaint, to make and serve findings as to the facts and an order to cease and desist from such violations. Upon application in writing made contemporaneously with the filing of such answer, the respondent, in the discretion of the Commission, may be heard on brief, in oral argument, or both, solely on the question as to whether the facts so admitted constitute the violation or violations of law charged in the complaint.

In witness whereof, the Federal Trade Commission has caused this, its complaint, to be signed by its Secretary, and its official seal to be hereto affixed at Washington, D. C., this 27th day of December, A. D. 1940.

By the Commission.

[SEAL]

A. N. ROSS,
Acting Secretary.

[F. R. Doc. 41-127; Filed, January 6, 1941;
11:26 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 54-26]

IN THE MATTER OF WISCONSIN SECURITIES COMPANY OF DELAWARE, COLUMBIA CONSTRUCTION COMPANY, MARION FINANCE COMPANY, TERRACE FINANCE CORPORATION, TRUSTEES U/W GEORGE P. MILLER, DECEASED, OF TRUSTS DESIGNATED THEREIN AS ALICE CHESTER TRUST AND ISABELLE MILLER TRUST, AND MADELEINE SMITH

ORDER APPROVING PLANS AND APPLICATIONS INCIDENTAL THERETO

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 31st day of December, A. D. 1940.

Wisconsin Securities Company of Delaware, Columbia Construction Company, Marion Finance Company, and Terrace Finance Corporation, registered holding companies, having filed a joint application pursuant to section 11 (e) of the Public Utility Holding Company Act of 1935 for approval of joint plans for the divestment of control and of securities of

Mississippi Valley Public Service Company and Eastern Oregon Light and Power Company, electric utility operating companies and the sole utility subsidiaries of the applicants; said application containing a request for approval, pursuant to sections 10 and 12 of the Act, of the acquisitions and dispositions of securities necessary to carry out the plans, and the applicants having tendered certain changes in said plans; and

The Trustees under the will of George P. Miller, deceased, of Trusts designated therein as the Alice Chester Trust and the Isabelle Miller Trust, and Madeleine Smith having applied, pursuant to section 10 (a) of the Act, for approval of the acquisition by them of securities to which they will become entitled upon the consummation of said plans; and

A hearing on said applications having been held after appropriate notice, which included notice to all security holders affected by the plans; no security holder or other person having appeared at said hearing in opposition to said applications; the record in this matter having been examined by the Commission, and the Commission having made and filed its Findings and Opinion herein, attached hereto and made a part hereof as if fully incorporated herein; and

The Commission having found that said plans, as finally submitted and as described in its Findings and Opinion, including the exchanges or distributions of stock or other property specified and itemized therein, are necessary to effectuate the provisions of section 11 (b) of the said Act, and the simplification of the holding company systems involved, and are fair and equitable to the persons affected by such plans;

It is ordered, Pursuant to section 11 (e) of the said Act, and in order to effectuate the provisions of section 11 (b) of the said Act, that said plans, as finally submitted and as described in said Findings and Opinion, be and the same are hereby approved: *Provided*, That the steps, acquisitions and dispositions of securities necessary to consummate the said plans shall be carried out within one hundred and twenty days from the date of this order, without prejudice to the right of the applicants, or any of them, to apply for an extension of such time for an additional period, and to the right of the Commission to grant such application, upon a proper showing made, if the Commission finds that such extension is necessary or appropriate in the public interest or for the protection of investors or consumers.

It is further ordered, That the applications by Wisconsin Securities Company of Delaware, Columbia Construction Company, Marion Finance Company, and Terrace Finance Corporation, relating to the acquisitions and dispositions of securities necessary to carry out the said plans, be and the same hereby are approved pursuant to sections 10 (a), 12 (c) and 12

(d) of the said Act and Rule U-12C-1, U-12D-1 and U-12F-1 of the Rules and Regulations promulgated thereunder; and

It is further ordered, That the acquisition by the Trustees under the will of George P. Miller of Trusts designated therein as the Alice Chester Trust and the Isabelle Miller Trust, and by Madeleine Smith of securities to which they will become entitled upon the consummation of the said plans be and the same are hereby approved pursuant to section 10 (a) of the Act.

By the Commission.

[SEAL]

FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-107; Filed, January 4, 1941;
11:20 a. m.]

[File Nos. 46-205, 59-18]

IN THE MATTERS OF CENTRAL AND SOUTH WEST UTILITIES COMPANY AND AMERICAN PUBLIC SERVICE COMPANY; THE MIDDLE WEST CORPORATION, CENTRAL AND SOUTH WEST UTILITIES COMPANY, AND AMERICAN PUBLIC SERVICE COMPANY, RESPONDENTS

ORDER POSTPONING HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 2nd day of January, A. D. 1941.

The Commission having at the request of the Respondents for good cause shown, postponed the date for hearing in the above matters until January 20, 1941; and

It now appearing that such date for hearing should be further postponed until January 22, 1941; and that such postponement will not be detrimental to the public interest, or the interest of investors and consumers;

It is therefore ordered, That the hearing in the above matters be and hereby is postponed until the 22nd day of January 1941, at 10:00 o'clock in the forenoon, said adjourned hearing to be held at the offices of the Securities and Exchange Commission, 1778 Pennsylvania Avenue NW., Washington, D. C.

By the Commission.

[SEAL]

FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-106; Filed, January 4, 1941;
11:20 a. m.]

[File No. 1-1693]

IN THE MATTER OF CROWN CORK INTERNATIONAL CORPORATION \$1 CUMULATIVE PARTICIPATING CLASS A STOCK, NO PAR VALUE

ORDER SETTING HEARING ON APPLICATION TO WITHDRAW FROM LISTING AND REGISTRATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C. on the 3rd day of January, A. D. 1941.

The Crown Cork International Corporation, pursuant to section 12 (d) of the Securities Exchange Act of 1934, as amended, and Rule X-12D2-1 (b) promulgated thereunder, having made application to the Commission to withdraw its \$1 Cumulative Participating Class A Stock, No Par Value, from listing and registration on the Boston Stock Exchange; and

The Commission deeming it necessary for the protection of investors that a hearing be held in this matter at which all interested persons be given an opportunity to be heard;

It is ordered, That the matter be set down for hearing at 10 A. M. on Thursday, January 30, 1941, at the office of the Securities and Exchange Commission, 120 Broadway, New York City, and continue thereafter at such times and places as the Commission or its officer herein designated shall determine, and that general notice thereof be given; and

It is further ordered, That Adrian C. Humphreys, an officer of the Commission, be and he hereby is designated to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, and to perform all other duties in connection therewith authorized by law.

By the Commission.

[SEAL]

FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-109; Filed, January 4, 1941;
11:21 a. m.]

[File No. 1-1622]

IN THE MATTER OF CARNEGIE METALS COMPANY COMMON STOCK, PAR VALUE \$1

ORDER SETTING HEARING ON APPLICATION TO STRIKE FROM LISTING AND REGISTRATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 3rd day of January, A. D. 1941.

The Pittsburgh Stock Exchange, pursuant to section 12 (d) of the Securities Exchange Act of 1934, as amended, and Rule X-12D2-1 (b) promulgated thereunder, having made application to strike from listing and registration the Common Stock, Par Value \$1, of Carnegie Metals Company; and

The Commission deeming it necessary for the protection of investors that a hearing be held in this matter at which all interested persons be given an opportunity to be heard; and

The New York Curb Exchange having made similar application to strike this security from listing and registration thereon; and

The Commission deeming it expedient to consolidate the hearings in respect of these applications;

It is ordered, That the matter be set down for hearing at 10 A. M. on Wednesday, January 22, 1941, at the office of the Securities and Exchange Commission, 120 Broadway, New York City, and continue thereafter at such times and places as the Commission or its officer herein designated shall determine, and that general notice thereof be given; and

It is further ordered, That Adrian C. Humphreys, an officer of the Commission, be and he hereby is designated to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, and to perform all other duties in connection therewith authorized by law.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-111; Filed, January 4, 1941;
11:24 a. m.]

[File No. 1-1622]

IN THE MATTER OF CARNEGIE METALS COMPANY COMMON STOCK, PAR VALUE \$1

ORDER POSTPONING HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 3rd day of January, A. D. 1941.

The New York Curb Exchange, pursuant to section 12 (d) of the Securities Exchange Act of 1934, as amended, and Rule X-12D2-1 (b) promulgated thereunder, having made application to strike from listing and registration the Common Stock, Par Value \$1, of Carnegie Metals Company; and

The Commission having ordered that a hearing be held in this matter on January 7, 1941, in New York, New York; and

The Pittsburgh Stock Exchange having made similar application to strike this security from listing and registration thereon; and

The Commission deeming it expedient to consolidate the hearings in respect of these applications;

It is ordered, That the hearing in this matter be postponed until 10 A. M. on Wednesday, January 22, 1941, at the office of the Securities and Exchange Commission, 120 Broadway, New York City, and continue thereafter at such times and places as the Commission or its officer herein designated shall determine, and that general notice thereof be given; and

It is further ordered, That Adrian C. Humphreys, an officer of the Commission, be and he hereby is designated to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, and to perform all other duties in connection therewith authorized by law.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-110; Filed, January 4, 1941;
11:21 a. m.]

[File No. 1-2081]

IN THE MATTER OF MOBILE & OHIO RAILROAD COMPANY 5% SECURED GOLD NOTES DUE 1938; 5% MONTGOMERY DIVISION FIRST MORTGAGE GOLD BONDS DUE 1947; 4½% REFUNDING & IMPROVEMENT MORTGAGE GOLD BONDS DUE 1977

ORDER SETTING HEARING ON APPLICATION TO STRIKE FROM LISTING AND REGISTRATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C. on the 3rd day of January, A. D. 1941.

The New York Stock Exchange, pursuant to section 12 (d) of the Securities Exchange Act of 1934, as amended, and Rule X-12D2-1 (b) promulgated thereunder, having made application to strike from listing and registration the 5% Secured Gold Notes due 1938, 5% Montgomery Division First Mortgage Gold Bonds due 1947, and 4½% Refunding & Improvement Mortgage Gold Bonds due 1977, of Mobile & Ohio Railroad Company; and

The Commission deeming it necessary for the protection of investors that a hearing be held in this matter at which all interested persons be given an opportunity to be heard;

It is ordered, That the matter be set down for hearing at 10 A. M. on Friday, January 31, 1941, at the office of the Securities & Exchange Commission, 120 Broadway, New York City, and continue thereafter at such times and places as the Commission or its officer herein designated shall determine, and that general notice thereof be given; and

It is further ordered, That Adrian C. Humphreys, an officer of the Commission, be and he hereby is designated to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, and to per-

form all other duties in connection therewith authorized by law.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-108; Filed, January 4, 1941;
11:21 a. m.]

IN THE MATTER OF A PROCEEDING BEFORE THE SECURITIES AND EXCHANGE COMMISSION TO DETERMINE WHETHER JOSEPH L. MERRILL SHOULD BE SUSPENDED OR EXPELLED FROM MEMBERSHIP ON CERTAIN NATIONAL SECURITIES EXCHANGES PURSUANT TO SECTION 19 (a) (3) OF THE SECURITIES EXCHANGE ACT OF 1934

ORDER AMENDING ORDER TO SHOW CAUSE AND FOR HEARING, DESIGNATING OFFICER, TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 3rd day of January 1941.

It is ordered, That the order to show cause and for hearing in the above-entitled matter, adopted by the Commission on October 16, 1940, as amended on October 31, November 25, December 10, and December 20, 1940, be and the same is hereby further amended to postpone the hearing from 10 A. M. on January 6, 1941, until 10 A. M. on January 21, 1941, at the New York Regional Office of the Securities and Exchange Commission, 120 Broadway, New York, New York.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-129; Filed, January 6, 1941;
11:36 a. m.]

[File No. 54-18]

IN THE MATTER OF COMMUNITY GAS AND POWER COMPANY

ORDER PERMITTING WITHDRAWAL

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 4th day of January, A. D. 1941.

Community Gas and Power Company having on the 1st day of December 1939, filed an application pursuant to section 11 (e) of the Public Utility Holding Company Act of 1935 regarding divestment of securities and liquidation of such company, and an application for a report by the Commission thereon and a declaration with respect to consents pursuant to section 11 (g) and Rules U-12E-4 and U-12E-5; and

A request for an order permitting withdrawal of such declaration and application having been filed with the Commission on December 20, 1940; and

It appearing that an order permitting such withdrawal would not be detrimental to the public interest or the interest of investors and consumers,

It is so ordered.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-128; Filed, January 6, 1941;
11:36 a. m.]

UNITED STATES CIVIL SERVICE COMMISSION.

CONDITION OF THE APPORTIONMENT AT CLOSE OF BUSINESS TUESDAY, DECEMBER 31, 1940

Important. Although the apportioned classified Civil Service is by law located only in Washington, D. C., it nevertheless includes only about half of the Federal Civilian positions in the District of Columbia. Positions in local post offices, customs districts and other field services outside of the District of Columbia which are subject to the Civil Service Act are filled almost wholly by persons who are local residents of the general community in which the vacancies exist. It should be noted and understood that so long as a person occupies, by original appointment, a position in the apportioned service, the charge for his appointment continues to run against his State of original residence. Certifications of eligibles are first made from States which are in arrears.

State	Number of positions to which entitled	Number of positions occupied
IN ARREARS		
1. Virgin Islands.....	11	0
2. Puerto Rico.....	743	47
3. Hawaii.....	177	19
4. California.....	2,733	1,033
5. Alaska.....	29	11
6. Texas.....	2,804	1,317
7. Louisiana.....	1,012	515
8. Michigan.....	2,331	1,235
9. Arizona.....	210	114
10. South Carolina.....	837	497
11. Mississippi.....	967	622
12. Georgia.....	1,490	905
13. Kentucky.....	1,259	820
14. Alabama.....	1,274	832
15. Arkansas.....	893	588
16. Ohio.....	3,199	2,136
17. New Jersey.....	1,945	1,344
18. North Carolina.....	1,526	1,075
19. New Mexico.....	204	144
20. Oklahoma.....	1,153	879
21. Nevada.....	44	35
22. Tennessee.....	1,259	1,030
23. Illinois.....	3,673	3,177
24. Indiana.....	1,559	1,406
25. Wisconsin.....	1,415	1,303
26. Vermont.....	173	160
27. New York.....	6,059	5,928
28. Florida.....	707	695
29. Missouri.....	1,747	1,720
30. Pennsylvania.....	4,636	4,565
IN EXCESS		
31. Colorado.....	499	502
32. West Virginia.....	832	852
33. Washington.....	753	773
34. Connecticut.....	773	794
35. Minnesota.....	1,234	1,270
36. Delaware.....	115	120
37. South Dakota.....	333	349
38. Massachusetts.....	2,046	2,158
39. Iowa.....	1,189	1,255
40. Idaho.....	214	226
41. New Hampshire.....	224	238

State	Number of positions to which entitled	Number of positions occupied
IN EXCESS—Continued		
42. Maine.....	384	410
43. Rhode Island.....	331	355
44. Oregon.....	459	496
45. Kansas.....	905	985
46. Utah.....	244	271
47. Wyoming.....	109	127
48. Nebraska.....	663	777
49. North Dakota.....	328	387
50. Montana.....	259	309
51. Virginia.....	1,166	2,109
52. Maryland.....	785	2,214
53. District of Columbia.....	234	8,930
GAINS		
By appointment.....		409
By transfer.....		16
By reinstatement.....		4
By correction.....		3
Total.....		432
LOSSES		
By separation.....		28
By transfer.....		26
By correction.....		1
Total.....		55
Total appointments.....		60,038
NOTE: Number of employees occupying apportioned positions who are excluded from the apportionment figures under Sec. 5, Rule VII, and the Attorney General's Opinion of August 25, 1934, 17,514.		
By direction of the Commission.		
[SEAL] L. A. MOYER, Executive Director and Chief Examiner.		
[F. R. Doc. 41-113; Filed, January 6, 1941; 9:46 a. m.]		

